

1 BILL NO. S-83-07- 25

2 SPECIAL ORDINANCE S- 140-83

3
4
5 AN ORDINANCE fixing the salaries of each and every
6 appointed officer, employee, deputy assistant, departmental
7 and institutional head of the Civil City and City Utilities
8 of the City of Fort Wayne, Indiana for the year 1984.

9 WHEREAS, the Mayor and the Common Council of the City of Fort Wayne,
10 Indiana, have according to the powers outlined in IC 36-4-7-3 and IC
11 36-8-3-3(d) assigned to each employee of the Civil City of Fort Wayne and
12 of City Utilities of Fort Wayne a Labor Grade under the City Classifica-
13 tion System established by Ordinance No. S-34-73 and subsequently modified
14 and improved, which grades should accurately reflect the duties and
15 responsibilities of said employees, and

16 WHEREAS, the Mayor of the City of Fort Wayne has recommended a maxi-
17 mum salary level for each labor grade in a systematic way, reflecting
18 sound compensation planning and the effects of competitive pressures, and

19 WHEREAS, the Common Council must assure that salaries reflect the
20 duties and responsibilities assigned to each employee, and to be certain
21 that such salaries are fair and equitable, and

22
23 WHEREAS, the funds for such salaries are to be provided for the 1984
24 City Budget and from City Utilities operating funds and other such sources
25 as may be specified by the Common Council.

26
27 NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
28 FORT WAYNE, INDIANA:

29
30 SECTION 1. That all employees of the Civil City of Fort Wayne and of
31 City Utilities, shall be classified by the departments, titles and labor
32 grades herein designated, and that no changes be made in any labor grade

without the specific approval of the Common Council, except for those brought about by collective bargaining with authorized representatives of City or Utilities employees in accordance with existing collective bargaining agreements.

SECTION 2. That the following scale of Maximum Salaries is hereby fixed and authorized as a ceiling for approved labor grades. This maximum will not be exceeded, except for approved shift differentials, overtime pay and bonuses or technical skill pay specifically enumerated in this ordinance or in amendments to this ordinance or in collective bargaining agreements approved by the Common Council:

LABOR GRADE	MAXIMUM SALARY
1	\$10,815
2	12,167
3	13,519
4	14,871
5	16,223
6	17,574
7	18,926
8	20,278
9	21,630
10	22,982
11	24,334
12	25,686
13	27,038
14	28,389
15	29,741
16	31,093
17	32,445
18	33,797
19	34,608

1 This scale is an attempt to maintain an orderly, consistent and competi-
 2 tive pay policy and is based upon the application of results of a salary
 3 survey conducted in 1981, and in 1983. Actual increases
 4 will result from 1.) a general increase of five percent, or 2.) adjust-
 5 ments to the minimum base pay for an individual's labor grade, or
 6 3.) progression to a level specified in an approved collective bargaining
 7 agreement between the City of Fort Wayne and a recognized employee repre-
 8 sentative organization.

9
 10 SECTION 3. The following is a true and complete listing of all City
 11 and Utilities salaried non-bargaining unit positions by Department, Posi-
 12 tion Title and Labor Grade. It does not include those positions which are
 13 specified as part of a bargaining unit having a written economic agreement
 14 with the City or Utilities. Such positions and titles being included in
 15 this ordinance by reference to those economic agreements negotiated by the
 16 City Personnel Director and approved by Common Council.

17
 18 The listing below includes the results of a comprehensive reevalua-
 19 tion of City and Utilities salaried non-bargaining unit positions accom-
 20 plished last year in accordance with the official position evaluation plan
 21 and an update of the position evaluation this year.

22 LABOR GRADE	TITLE
23 MAYOR'S OFFICE	
24 17	Administrative Assistant
25 8	Executive Secretary VIII
26 7	Receptionist

CONTROLLER'S OFFICE

19	Controller
17	Deputy Controller
14	Internal Auditor
14	Administrator - Federal Funds
8	Executive Secretary VIII
UC \$24,875	Council Attorney

ECONOMIC DEVELOPMENT

19	Director
17	Assistant Director
15	Finance Specialist
13	Business Planning Specialist
7	Executive Secretary VII

METRO HUMAN RELATIONS COMMISSION

17	Executive Director
14	Deputy Director
13	Staff Attorney
12	Chief Investigator
6	Executive Secretary VI

CITY CLERK'S OFFICE

10	Chief Deputy/Supervisor
6	Personnel Supervisor
5	Records Supervisor
5	Violations Citizen's Advocate
5	Executive Secretary/Bookkeeper

BOARD OF PUBLIC WORKS

1		
2	19	Chairman
3	18	Member of Board
4	12	Clerk to Board
5	12	Compliance Officer
6	6	Executive Secretary VI/Bookkeeper

PUBLIC AFFAIRS

8		
9	16	Citizens Advocate
10	12	Director - Citizen's Participation
11	12	Minority Affairs Officer
12	9	Administrative Assistant
13	8	Assistant - Citizens Advocate
14	7	Executive Secretary VII

COMMUNITY DEVELOPMENT & PLANNING

16		
17	18	Director
18	17	Director of Planning
19	16	Senior Planner
20	9	Office Manager

STREET ENGINEERING

22		
23	16	Street Engineer

BOARD OF PUBLIC SAFETY

25		
26	UC \$7,570	Chairman
27	UC \$4,542	Member of Board
28	6	Executive Secretary VI

POLICE CIVILIANS

30		
31	16	Legal Advisor
32	13	Chemist
	12	Records Supervisor

POLICE CIVILIANS (Cont.)

9	Records Bureau Technician
9	Darkroom Technician
6	Executive Secretary VI
5	Executive Secretary V

POLICE COMMAND

17	Chief of Police
16	Assistant Chief
15	Deputy Chief

FIRE COMMAND

17	Fire Chief
16	Deputy Chief
15	Assistant Chief
7	Executive Secretary VII

CIVIL DEFENSE

13	Civil Defense Director
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WEIGHTS AND MEASURES

11	Inspector
4	Receptionist/Secretary IV

COMMUNICATIONS

15	Director of Communications
12	Technician I
11	Technician II
5	Executive Secretary V

TRAFFIC ENGINEERING

16	Traffic Engineer
13	Assistant Traffic Engineer

LAW DEPARTMENT

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7
UC \$25,415
UC \$23,793
UC \$14,600

Legal Secretary
City Attorney
Special Counsel to Mayor
Associate City Attorney

HUMANE SHELTER

14
10
10

Executive Director
Special Humane Officer
Animal Technician

EMERGENCY MEDICAL SERVICES

15
13
12

Director
Assistant Director
Supervisor/Dispatcher

AVIATION DEPARTMENT

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Director of Airports
Assistant Airport Director - Operations
Assistant Airport Director - Finance
& Administration
Assistant Airport Director - Fire-Police
Chief
Project Coordinator
Maintenance Superintendent
Lead Electrician
Field Superintendent
Captain Fire-Police
Water Plant Supervisor/Plumber
Building Superintendent
Lead Mechanic
Lieutenant Fire-Police
Field Supervisor
Fire-Police Officer

1 AVIATION DEPARTMENT (Cont.)

2	9	Lead Carpenter
3	8	Equipment Operator A
4	7	Building Supervisor
5	7	Executive Secretary
6	7	Water Plant Operator
7	7	Mechanic
8	7	Electrician
9	6	Carpenter
10	6	Accounting Clerk
11	6	Administrative Assistant
12	6	Secretary VI
13	6	Equipment Operator B
14	5	Secretary V
15	4	Field Maintenance Person
16	4	Terminal Police Officer
17	4	Terminal Maintenance Worker A
18	3	Terminal Maintenance Worker B

19 PARKS AND RECREATION

20		
21	18	Director of Parks and Recreation
22	17	Superintendent Parks
23	17	Superintendent Recreation
24	17	Superintendent Zoo & Veldt
25	15	Business Manager
26	14	Horticulturist - Conservatory Manager
27	14	Supervisor Areas Maintenance
28	13	Arborist
29	13	Engineer-Planner
30	13	Director Sr. Citizens Center
31	13	Administrative Assistant - Planner
32		

PARKS AND RECREATION (Cont.)

1		
2	13	Supervisor - Buildings & Equip.
3	13	Sports Facilities Manager
4	12	Assistant Arborist
5	12	Asst. Supervisor Areas Maintenance
6	12	Landscape Architect
7	12	Coordinator Neighborhood Services
8	12	Theatre Manager
9	12	Supervisor - Special Services
10	11	Supervisor - Floriculturalist
11	11	Sports Program Manager
12	11	Coordinator of Special Activities
13	11	Greenskeeper - Supervisor
14	10	Public Information Officer
15	10	Recreation Center Director
16	9	Office Manager
17	9	Program Coordinator, Sr. Citizens Center
18	9	Zoo Curator/Ed. Specialist
19	9	Assistant Special Services Supervisor
20	5	Payroll Clerk
21	UC \$ 9,497	Golf Pro

REDEVELOPMENT

22		
23		
24	18	Executive Director
25	14	Deputy Director
26	11	Administrative Aide/Relocation
27	6	Executive Secretary VI

PARKING ADMINISTRATION

28		
29		
30	13	Parking Administrator
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STREET DEPARTMENT

15	Street Commissioner
13	Assistant Street Commissioner
10	General Foreman

CITY UTILITIES (All Departments)

19	Director, Personnel and Labor Relations
18	Director of Water Resources
18	Director of City Utilities Operations
18	Director of Transportation
17	Superintendent of Filtration Plant
17	Superintendent of WPC Treatment Plant
17	Associate Director of Personnel & Labor Relations
16	Superintendent of Maintenance
16	Chief Water Engineer
16	Chief WPC Engineer
16	Technical Services Administrator
15	Chief Street Lighting Engineer
15	Supervisor of Customer Services
15	Assistant Chief Engineer
15	Purchasing Director
15	Project Manager - DP
14	Superintendent of St. Lighting Warehouse
14	Supervisor of Water Maint. Construction
14	Supervisor of Water Maint. Service
14	Assistant Superintendent - WPC Maint.
14	Systems Analyst
14	Systems Programmer
14	Programmer Analyst
14	Public Information Officer
14	Maintenance Foreman - Filtration Plant

CITY UTILITIES (Cont.)

1		
2	13	Project Engineer
3	13	Supervisor of Maintenance - WPC Plant
4	13	Resident Engineer - WPC Plant
5	13	Project Leader
6	13	Supervisor of General Accounting
7	13	Supervisor of Office Services
8	13	Supervisor of Payroll Services
9	13	Micro - Specialist - DP
10	13	EEO Administrator
11	13	Supervisor of Safety and Claims
12	13	Assistant Director of Purchasing
13	13	Administrative Assistant - Operations
14	12	General Foreman - WPC Maint.
15	12	Supervisor of Meter Reading
16	12	Personnel Officer
17	12	Employment Specialist
18	12	Supervisor - Indust. Waste Control
19	12	Garage Supervisor
20	11	Assistant Supervisor - WPC Plant Maint.
21	11	Administrator - Sludge Disposal
22	11	Administrative Ass't. Customer Services
23	11	Supervisor of Data Operations
24	11	Veterans Services Officer
25	10	Administrative Assistant X
26	10	Payroll Administrator
27	10	Safety Investigator
28	9	Administrative Assistant IX
29	9	Office Manager - Personnel
30	7	Executive Secretary VII
31		
32		

CITY UTILITIES (Cont.)

6	Purchasing Administrative Assistant
6	Executive Secretary VI
5	Purchasing Data Entry Clerk
5	Executive Secretary V
4	Executive Secretary IV

SECTION 4. The base pay and other compensation for patrolmen in the Fort Wayne Police Department is hereby established as provided in the attached Exhibit 1, made a part hereof, as reached through the collective bargaining process; police officers of the rank Sergeant through Captain inclusive are as established in attached Exhibit 2; firefighters of the rank Firefighter through District Chief are established in attached Exhibit 3. Furthermore, the following additions and modifications, developed through the Collective Bargaining Process, are hereby approved and this modify the Basic Salary Ordinance:

a. Patrolmen in the Police Department, hired after January 1981, shall receive an annual base pay as follows:

- (1) For the first year (365 days), the patrolmen's base pay shall be eighty percent (80%) of the base pay of a first class patrolman;
- (2) For the second year (365 days), the patrolmen's base pay shall be ninety percent (90%) of the base pay of a first class patrolman;
- (3) For the third year (365 days) the patrolmen's base pay shall be ninety-five percent (95%) of the base pay of a first class patrolman.

1 b. As an incentive to attract trained and qualified personnel, in
2 the future, an educational bonus shall be paid to personnel of
3 the Police Department as follows:

4 (1) All officers who were officers as of January 1, 1981 and
5 who have obtained a four year baccalaureate degree by
6 January 1, 1981, shall receive a bonus of nine hundred
7 dollars (\$900) per year added to their regular earnings.

8
9 (2) All officers who were officers as of January 1, 1981, and
10 who by January 1, 1981 had obtained a two year Associates
11 degree shall receive a bonus of four hundred and fifty
12 dollars (\$450) per year added to their regular earnings.

13
14 (3) All officers hired after January 1, 1981, shall receive no
15 educational bonus whatsoever until three years of service
16 with the department is completed, and then shall receive a
17 bonus of nine hundred (\$900) per year, only upon obtaining
18 a four year baccalaureate degree in law enforcement.

19
20 The maximum that any officer can receive under this section
21 shall be the sum of nine hundred and 00/100 dollars (\$900)
22 yearly bonus.

23
24 c. Any off-duty officer who is required to attend, by subpoena and
25 does so attend court for a criminal matter or a civil matter
26 related to his or her law enforcement duties shall receive, for
27 each hour that he or she is required to be in court and actually
28 is in court, one and one-half times his or her normal hourly
29 rate computed on his or her base annual rate only. In addition
30 thereto, each off-duty officer who is required to attend, by
31 subpoena, and does so attend court for a criminal or civil
32

1 matter related to his or her law enforcement duties, shall
2 receive one hour of straight time pay (computed on the annual
3 base only) for each such court appearance.

4
5 d. Each officer shall receive six hundred and seventy-five dollars
6 (\$675) per year as a uniform allowance.

7
8 e. Shift payments will be made to Police Officers as follows:

9 (1) Officers who were officers as of January 1, 1981, and who
10 are assigned to "B" shift or any shift beginning between 12
11 noon and 3 p.m., shall have added to their regular earnings
12 seven hundred dollars (\$700) for such pay period.

13
14 (2) Officers who were hired as of January 1, 1981, and were
15 assigned to "C" shift or any shift beginning between 9 p.m.
16 and 12 midnight, shall have added to their regular deter-
17 mined earnings one thousand four hundred dollars (\$1,400)
18 annually for such time as they regularly work such shift.

19
20 (3) Officers hired after January 1, 1981, shall not receive the
21 shift payments referred to above for the first three years
22 of their service. Except that new patrol officers, who
23 have served one year on the force in the department shall
24 be eligible for shift pay beginning January 1984.

25
26 e. Police Bonus and Incentive payments referred to in this section
27 or elsewhere are not to be construed in any manner as additions
28 to the base salary of any officer within the meaning of any
29 applicable Indiana Statute. Only the actual base rate esta-
30 blished by Collective Bargaining agreement and approved by the
31 Common Council for the First Class Patrolmen shall be included
32 in that rate.

1 f. A one thousand dollar (\$1,000) bonus will be given to each
2 commissioned employee of the Fort Wayne Fire Department who has
3 25 (or more) years of service, unless it would be determined
4 that such bonus constitutes a part of the base rate of Fire-
5 fighter for Pension purposes.

6
7 h. Firefighters covered by Indiana Burns Statutes 37 and 77 who are
8 permanent, paid employees wherever assigned to duty outside the
9 Fire Department will receive a shift bonus of thirty-five cents
10 per hour (35¢) for all hours worked on shifts beginning between
11 12 noon and 12 midnight.

12
13 i. Five hundred dollars (\$500) technical pay for the following Fire
14 Classifications is also authorized:

- 15 (1) No more than twenty (20) divers
16 (2) Three (3) Signal Department Journeymen Electricians
17 (3) Two (2) Certified E.M.T. Instructors

18
19 j. Employees covered by recognized bargaining unit representatives
20 (Unions) will receive a salary established by the Collective
21 Bargaining process as long as the salaries do not exceed the
22 table of maximum salaries authorized in Section 2, above.

23 SECTION 5. From and after the first day of January 1984, all
24 appointed officers, employees, deputies, assistants, departmental and
25 institutional heads of the Civil City and City Utilities will be paid
26 according to this, the above and following provisions of this ordinance,
27 subject to budgetary limitations, collective bargaining agreements, future
28 changes or amendments enacted by Common Council. All will receive a five
29 percent (5%) increase unless specifically enumerated.
30
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32

SECTION 6. As an amendment to Special Ordinance S-82-07-20 certain existing inequities are hereby being corrected effective upon passage of this ordinance by Council and approval by the Mayor. These adjustments to the above ordinances include:

A. The following City of Fort Wayne Salaries be amended:

TITLE	L.G.	CURRENT	PROPOSED
Parking Administrator	13	\$17,885	\$19,900
Director Economic Development	17-19	\$27,958	\$32,500
Asst. Director Econ. Development	15-17	\$22,268	\$28,000
Finance Specialist	14-15	\$20,159	\$23,000

B. The following named position is hereby created:

Compliance Officer	12
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SECTION 7. That all Departments subject to this ordinance will conform to the Official City Personnel Policies and Procedures relating to hiring, pay, and other related practices, approved by the Mayor and administered by the City's Personnel Department.

SECTION 8. If any section, clause, sentence, paragraph or part or provisions of this ordinance be found invalid or void by a Court of competent jurisdiction, it shall be conclusively presumed that this ordinance would have passed by the Common Council without such invalid section, clause, paragraph, part or provision, and the remaining parts of the ordinance will remain in effect.

SECTION 9. Two copies of all attachments and Exhibits referred to in this Ordinance shall be kept on file with the City Clerk of Fort Wayne for the purpose of public inspection.

SECTION 10. This ordinance shall be in full force and effect from
and after its passage and approval by the Mayor.


COUNCILMEMBER

APPROVED AS TO FORM AND
LEGAILITY


Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by _____,
seconded by _____, and duly adopted, read the second time
by title and referred to the Committee _____ (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,
Indiana, on _____, the _____ day of
_____, 19____, at _____ o'clock _____.M., E.S.T.

DATE: _____

CITY CLERK

Read the third time in full and on motion by Gia Quinta,
seconded by Talarico, and duly adopted, placed on its
passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCRUGGS</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 7-26-83

Sandra E. Kennedy

- CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (~~SPECIAL~~)

(~~APPROPRIATION~~) ORDINANCE (RESOLUTION) NO. 140-83

on the 26th day of July, 1983.

ATTEST:

(SEAL)

Sandra E. Kennedy

CITY CLERK

Ray A. Ebert

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 27th day of July, 1983, at the hour of
11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy

CITY CLERK

Approved and signed by me this 28th day of July,
1983, at the hour of 10 o'clock 1.M., E.S.T.

Win Moses, Jr.

WIN MOSES, JR. - MAYOR

BILL NO. S-83-07-25

REPORT OF THE COMMITTEE ON ^{OF THE WHOLE}~~FINANCE~~

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS REFERRED AN
ORDINANCE fixing the salaries of each and every appointed officer,
employee, deputy assistant, departmental and institutional head of
the Civil City and City Utilities of the City of Fort Wayne,
Indiana for the year 1984

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

MARK E. GIAQUINTA, CHAIRMAN

Mark E. Giaquinta

JAMES S. STIER, VICE CHAIRMAN

James S. Stier

JANET G. BRADBURY

Janet G. Bradbury

SAMUEL J. TALARICO

Samuel J. Talarico

DONALD J. SCHMIDT

Donald J. Schmidt

Victor J. Sarrupp
Samuel J. Talarico

Excluded in 7-26

COUNCIL BRIEFING
PACKET

1984 SALARY ORDINANCE

Bill No. D-83-07-25

*Special Ordinance No.
0440-83.*

SALARY SURVEY REPORT AND UPDATE 1983

As a point of comparison with the Salary Survey Report and subsequent recommendations made in 1981, a second survey was conducted in June, 1983. Questionnaires were sent to approximately 75 public and private sector organizations, consisting essentially of the same organizations contacted in 1981. The positions included in the study were also essentially the same as those in the 1981 Survey.

Comparative pay lines computed using the same least squares regression formula noted in the 1981 survey report to council, indicate that the City of Fort Wayne and City Utilities, while moving more into line with the public sector, still remains an average of three to four percent behind similar organizations across the country. The private sector survey, however does not show such a favorable progress. Private sector organizations, consisting of Fort Wayne area employers, remain substantially higher at all levels except the very lowest, with a wide divergence still apparent at the upper levels.

However, when compared to the City pay program in 1980-81, it appears that substantial progress has been made to even out compensation levels and to create a pay line slope that closely approximates that of other public sector organizations. The proposed 5% general increase incorporated in the 1984 Salary Ordinance should allow the gap between Fort Wayne City salaries and other public sector organizations to close to about 2% given an expected general rate in increase for all public sector in the 3-4% range (based upon the trend from 1982 and 1983).

In addition to the comparative survey. A task force was formed including representatives of management of City and Utilities departments, to re-evaluate a limited number of positions that were affected by the results of the International Machinists and Aerospace Workers general job re-evaluation completed and ratified recently as a part of collective bargaining.

Several new positions have been created due to reorganizations or restructuring of some departments, these have been evaluated using the City Evaluation Plan II, developed and first implemented in the 1982 Salary Ordinance.

This ordinance should complete the two and a half year effort to create a fair and competitive salary structure for City and Utilities departments. From this point on, all changes or modifications should be only on the basis of content changes precipitated by technological development, reorganization or consolidation.

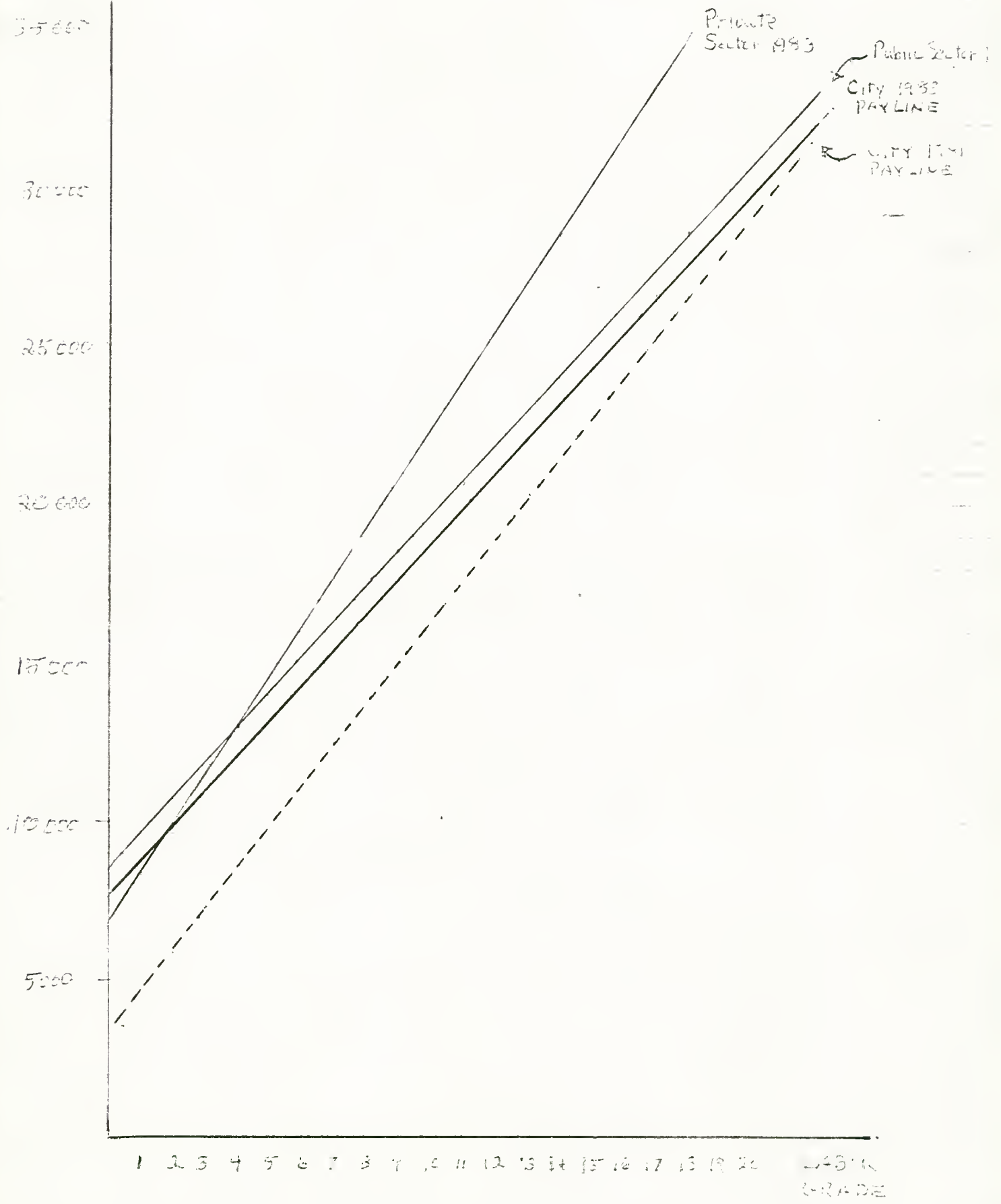
ATTACHMENTS

- A. Salary Survey Results (Graph)
- B. 1983 Results (Numeric)
- C. 1981 Results (Numeric)
- D. Percentage Comparisons
- E. List of Positions Surveyed
- F. List of Respondents to 1983 Survey
- G. Job Analysis Questionnaire (Three Pages)
- H. City Job Evaluation Plan II (Ten Pages)
- I. Comprehensive Listing of Changes for 1983 Salary Ordinance (Three Pages)

SALARY SURVEY RESULTS 1983

ATTACHMENT A

Hourly Salary



ANNUAL

ATTACHMENT B

<u>LABOR GRADE</u>	<u>FORT WAYNE</u>	<u>PUBLIC SECTOR</u>	<u>PRIVATE SECTOR</u>
1	8,900	9,859.20	8,340.80
2	10,012.50	10,940.80	9,900.80
3	11,125	12,043.20	11,440
4	12,237.50	13,145.6	13,000
5	13,350	14,227.20	14,560
6	14,462.50	15,329.60	16,099.20
7	15,575	16,432	17,659.20
8	16,687.50	17,534.40	19,198.10
9	17,800	18,616	20,592
10	18,912.50	19,718.4	22,318.40
11	20,025	20,800	23,857.60
12	21,137.50	21,923.20	25,417.6
13	22,250	23,004.80	26,956.80
14	23,362.50	24,107.20	28,516.80
15	24,475	25,209.6	30,076.8
16	25,587.50	26,291.20	31,636.80
17	26,700	27,393.60	33,176
18	27,812.50	28,496	34,715.20
19	28,667.34	29,598.40	36,275.20

ATTACHMENT C

ANNUAL

<u>LABOR GRADE</u>	<u>FORT WAYNE</u>	<u>PUBLIC SECTOR</u>	<u>PRIVATE SECTOR</u>
1	4,688	7,776	7,546
2	5,977	8,802	9,041
3	7,266	9,828	10,536
4	8,555	10,854	12,031
5	9,844	11,880	13,526
6	11,133	12,906	15,021
7	12,422	13,932	16,516
8	13,711	14,958	18,011
9	15,000	15,984	19,506
10	16,289	17,010	21,001
11	17,578	18,036	22,496
12	18,867	19,062	23,991
13	20,156	20,088	25,486
14	21,445	21,114	26,981
15	22,734	22,140	28,476
16	24,023	23,166	29,971
17	25,312	24,192	31,466
18	26,601	25,218	32,961
19	27,980	26,244	34,456

Fort Wayne compared to Public Sector

<u>Labor Grade</u>	<u>Percentage</u>
1.	9.7% lower
2.	8.4% "
3.	7.6% "
4.	6.9% "
5.	6.1% "
6.	5.6% "
7.	5.2% "
8.	4.8% "
9.	4.3% "
10.	4.0% "
11.	3.7% "
12.	3.5% "
13.	3.2% "
14.	3.0% "
15.	2.9% "
16.	2.6% "
17.	2.5% "
18.	2.3% "
19.	3.1% "

Fort Wayne compared to Private Sector

<u>Labor Grade</u>	<u>Percentage</u>
1.	6.7% higher
2.	1.1% "
3.	2.7% lower
4.	5.8% "
5.	8.3% "
6.	10.1% "
7.	11.8% "
8.	13% "
9.	13.5% "
10.	15.2% "
11.	16% "
12.	16.8% "
13.	17.4% "
14.	18% "
15.	18.6% "
16.	19.1% "
17.	19.5% "
18.	19.8% "
19.	20% "

<u>POSITION</u>	<u>LABOR GRADE</u>
Housing Counselor	9
Secretary "A"	6
Records Bureau Tech.	9
Clerk Typist/C.I. Tech.	4
Executive Secretary	8
Dispatcher	9
Airport Firefighter/Police	9
Humane Officer	8
Receptionist	4
Payroll Clerk	10
Project Engineer	14
Junior Engineer	12
Drafting Tech. "A"	10
Inspector "B"	8
Jr. Equipment Operator	6
Painter First Class	7
Signal Electrician	11
Mechanic	8
Attendent	2
Cost Accountant	12
Planner I	12
Administrative Asst.	10

RESPONDENTS SUPPLYING DATA TO THE 1983 SALARY SURVEYPublic Sector

Madison, Wisconsin
Dayton, Ohio
Baton Rouge
Lexington-Fayette Urban County Govt.
Worcester, Massachusetts
State of Indiana Dept. of Public Welfare
Flint, Michigan
Peoria, Illinois
Little Rock, Arkansas
South Bend, Indiana
Lincoln, Nebraska
Des Moines, Iowa
*Anaheim, California
Indiana State Personnel Department
Cedar Rapids
Springfield, Massachusetts
Warren, Michigan

Private Sector

Indiana Bank & Trust
Lincoln National Life
General Electric
Bowmar Instrument
Essex
Lincoln National Bank

*Data not incorporated into study

JOB ANALYSIS QUESTIONNAIRE

ATTACHMENT G

Reviewed by _____

Submitted _____

Date _____

NAME _____ DATE _____
 person preparing questionnaire

JOB TITLE _____ DEPARTMENT _____

A. Educational Requirements

1.) Which of the following would you consider to be the minimum requirements necessary to perform the duties of this job?

- _____ a.) Less than high school. (i.e. ability to read, write, do simple mathematics)
- _____ b.) High school graduate. (i.e. knowledge of grammar, punctuation, higher mathematics)
- _____ c.) High school education, plus advanced training. (i.e. ability to understand formulae, charts of a science)
- _____ d.) Complete a college degree. (i.e. knowledge of a body of principles, methods, etc. in a speciality area)
- _____ e.) Completion of a Masters degree. (i.e. knowledge of advanced concepts, techniques in a speciality area)

2.) List any special training, licenses, or certifications required for entry into this job. (Can skills be acquired in any other way?)

B. Experience

1.) How much experience in the same, or related, work must a person have prior to being hired into this position? (i.e. 6 months, 2 to 3 years, 5 years.)

2.) What type of experience should this be? Why is it necessary?

C. Judgement

1.) The supervisor of this position is:

- _____ a.) On hand to give detailed, direct instructions.
- _____ b.) Available to answer questions.
- _____ c.) Only to set objectives, deadlines for assignments.
- _____ d.) This position is not supervised.

2.) If applicable: explain the daily interaction between the supervisor and employee in this position.

3.) Complexity of the work done in this job. Which of the following is most appropriate?

- _____ a.) Work is repetitious, routine; allows little decision making.
- _____ b.) Work is somewhat complicated but follows specific procedures.
- _____ c.) Work is complex, requiring original thought, choice of processes.
- _____ d.) Work is highly complex, requires worker to set goals, establish methods.

D. Accountability

- 1.) If an error is made in this position, what are the worst possible consequences?
 - ☐ a.) Minor damages; injury to incumbent and immediately accessible equipment.
 - ☐ b.) Moderate damage; injury to others, purchasing or scheduling difficulties, etc.
 - ☐ c.) Major damages; possibly involves safety of public, errors in letting of contract bids, etc.
 - ☐ d.) Damages in excess of those suggested above.
- 2.) Attempt to quantify the possible consequences in monetary terms; i.e., is equivalent accountability in the range of \$500., \$50,000., \$1,000,000., etc. Explain.

E. Personal Work Relationships

- 1.) With whom are those in this job in contact with during the course of their work? (For example: supervisors, public fellow workers) How frequently with each? Daily? Infrequently?, etc.
- 2.) What is the purpose of these relationships? Exchange information?, Set goals?, etc.

F. Working Conditions

- 1.) Within the context of mental or emotional strains, would you say this job entails:
 - ☐ a.) Little or no pressures.
 - ☐ b.) Irregular, but present, stress.
 - ☐ c.) Frequent dealings with crisis situations.
 - ☐ d.) A rating of a high pressure, high risk job.
- 2.) Explain any circumstances which would lead to any of the above ratings.
- 3.) Considering the working environment of the job, and the effort required to perform this job's tasks, which of the following is most appropriate?
 - ☐ a.) Regular office-type, environment, no lifting, etc. involved.
 - ☐ b.) Work requires some contact with changing conditions, some physical exertion required.
 - ☐ c.) Recurring contact with poor conditions and heavy exertion.
 - ☐ d.) Daily contact with poor conditions and heavy exertion.
- 4.) Describe, or list, any duties of this job that are pertinent to the above rating.

G. Supervisory Responsibility

1.) What type of supervisory duties does this position exercise? (For example: routine, simple; complex - adapting methods; technical)

2.) How many employees does this supervision directly affect?

Indirectly?

CITY JOB EVALUATION
PLAN II
(Revised May 1981)

FACTORS AND WEIGHTS	
FACTORS	WEIGHTS
1. Education	10%
2. Experience	20%
3. Judgement	
a. Complexity of Work	25%
b. Type of Supervision	
4. Financial Accountability	10%
5. Contacts	
a. Nature	10%
b. Outcomes	
6. Working Conditions	10%
7. Supervisory Responsibility	
a. Complexity	15%
b. Number Supervised	

A. FACTORS #1 EDUCATION

In this factor, measure the general KNOWLEDGE required for a position, such as arithmetic, or specialized knowledge such as chemistry or engineering. This is the MINIMUM standard of formal education and training required for the job, exclusive of the experience factor.

<u>DEGREE</u>	<u>DEFINITION</u>	<u>POINTS</u>
A	Ability to read, write and perform simple arithmetical calculation, Equivalent to two years U.S. High School Education.	10
B	Basic Knowledge of grammar, spelling and punctuation. Must be able to use fractions, decimals and arithmetic calculations. Equivalent to four years U.S. High School Education.	16
C	Comprehensive knowledge of grammar for writing and speech. Facility with advanced or frequent arithmetical computations. Equivalent to high school plus one year of advanced or specialized education.	25
D	Ability to understand moderately complex mathematical formulae, charts or drawings. Ability to organize diversified information according to fundamentals of a science or art. Equivalent to a high school education plus two years of advanced education or the completion of a specialized course.	40
E	Requires knowledge of a body of principles, procedures, methods and techniques in a specialty such as accounting, engineering or personnel. Equivalent to four years college degree program or four years of specialized education.	63
F	Requires a body of knowledge of advanced concepts, principles and techniques in a specialized field. Equivalent to a Masters Degree in a particular field of study or an equivalent amount of post graduate studies.	100

B. FACTOR #2 EXPERIENCE

This factor measures the TIME required for the average person with minimum education to acquire the practical knowledge to perform adequately for the position. The accumulation of experience met need not be in the position specified, but should be the minimum accumulated experience involving practical application of knowledge to work related to the position evaluated. Definitions are in terms of years BEFORE beginning on the job.

<u>DEGREE</u>	<u>DEFINITION</u>	<u>POINTS</u>
A	No Experience necessary	20
B	More than one month, up to and including 6 months	28
C	More than 6 months, up to and including 1 year	39
D	More than 1 year, up to and including 2 years	54
E	More than 2 years, up to and including 4 years	75
F	More than 4 years, up to and including 9 years	104
G	More than 9 years, up to and including 12 years	144
II	More than 12 years	200

C. FACTOR #3. JUDGEMENT

This factor weighs two related sub factors, the complexity of work and the nature of supervision received. This is in terms of conditions which affect frequency and complexity of decision-making judgements to determine an appropriate course of action and the degree of supervision received by the person in the job being evaluated.

COMPLEXITY OF WORK	N A T U R E O F S U P E R V I S I O N					
	1	2	3	4	5	6
	Work performed under direct & detailed instruction	Work performed under defined & uniform procedure	Work performed under readily available supervision	Under direction as to assignments, general methods of execution, with periodic review of assignments	Under general direction as to broad assignments, determine methods & deliver final results	Within the broadest scope of the units of the organization, determine objectives, determine methods & execute major programs
A. Routine and repetitive work requiring relatively few choices of action.	25	31	39	49	-	-
B. Semi-routine work requiring some improvisation on isolated problems.	31	39	49	62	78	-
C. Work of some complexity requiring a moderate degree of improvisation in the application of procedures and methods.	39	49	62	78	98	123
D. Moderately complex work performed within established practices and procedures requiring original thinking.	49	62	78	98	123	154
E. Complex work performed within a framework of departmental or functional policies & practices requiring a high degree of original thinking.	-	78	98	123	154	194
F. Highly complex work performed within general department or functional policies & objectives requiring a substantial amount of original thinking.	-	98	123	154	194	250

FACTOR #4 FINANCIAL RESPONSIBILITY

This factor measures the degree of care and attention which must be exercised to prevent errors which can lead to increased costs or capital loss, and secondly, measures the possible extent of the damage or loss. Financial losses are measured in terms of dollar loss, compensable time expended, loss or damage to buildings, materials, equipment or supplies. It can also be measured in terms of loss of goodwill, which could be translated into present or future loss of business, also in terms of incorrect decisions resulting in unnecessary expenditure of funds or manpower. Measure only in relation to decisions in direct control of the job being evaluated.

<u>Degree</u>	<u>Definition</u>	<u>Points</u>
A	Minor Damage or costs possible as the result of errors. Equivalent to accountability for self and equipment or materials worth \$10 - \$500	10
B	Limited Damage or costs possible. Injury to self and others or damage to equipment or lost time of others. Equivalent to accountability for \$500 - \$5,000	18
C	Moderate Damage or costs possible. Responsible for scheduling work of others, purchase of equipment or materials or preparing specifications used by others. Equivalent to accountability for \$5,000 - \$50,000	31
D	Considerable Damage or costs possible. Responsible for scheduling, managing work of others; purchase of equipment or materials, safety of general public or letting of bids or contracts. Equivalent to accountability or liability for \$50,000 - \$1,000,000	54
E	Substantial Damage or costs possible. Responsibilities similar to previous Degree 100 but equivalent to accountability or liability for \$1,000,000 - \$20,0000	100

FACTOR 5. CONTACTS

This factor measures the nature of Contacts with the public or with key personnel within the Organization and the possible outcomes of those Contacts on Operations.

Nature	Outcomes		
	1. Communicate Routine Info.	2. Handles Questions, Complaints Requiring Judgement & Tact	3. Negotiates on behalf of the organization. Deals in highly confidential info.
A. Infrequent contacts; mostly internal	10	-	-
B. Regular contact with general public & co-workers (less than 1/3 time)	16	25	-
C. Frequent daily contacts - public and key personnel within organization.	25	40	63
D. Frequent daily contact with key persons internally and externally	40	63	100

FACTOR 6. WORKING CONDITIONS (STRESS)

This factor measures the physical, mental and emotional stresses and strain from conditions encountered in performance of the job. The stress is described in terms of the conditions rather than the specific outcomes.

Physical	Mental/Emotional			
	1. Little or no job related pressures	2. Irregular Crisis or Stress Situations	3. Frequent Stress or Crisis Situation	4. High Risk High Pressure Job
A. Good working conditions. No heavy lifting or prolonged standing.	10	15	22	32
B. Some physical stress. Frequent changes of environment. Some lifting or moderate labor.	15	22	32	47
C. Moderately heavy labor or poor conditions.	22	32	47	70
D. Heavy physical stress and frequent bad working conditions.	32	47	70	100

F. FACTOR #1 SUPERVISORY RESPONSIBILITY

This factor measures the responsibility for development, direction and organization of employees in order to promote effective use of their time and the accomplishment of wide departmental or organizational goals. It reflects the number of employees supervised and the complexity of supervision.

NUMBER OF EMPLOYEES SUPERVISED*	C O M P L E X I T Y O F S U P E R V I S I O N			
	1	2	3	4
	No supervisory responsibility involved	Nature of work supervised is simple & routine	Work supervised is somewhat complex, involves adaptation of practices, procedures, & methods**	Work supervised is technical & complex and involves adaptation of practices, procedures, & methods***
A. 0	15	-	-	-
B. 1 to 3	-	27	36	48
C. 4 to 9	-	36	48	64
D. 10 to 24	-	48	64	85
E. 25 to 75	-	64	85	113
F. Over 75	-	85	113	150

NOTES: *Consisting of direct + indirect

**Example: A crew chief on an engineering survey party, a senior planner, directing a team of planners, a lead accountant.

***Example: a project engineer, a department head of technical division, a controller

POINT RANGES FOR SALARY GRADE

<u>Salary Grade</u>	<u>Minimum</u>	<u>Maximum</u>
18	712	Above
17	635	711
16	566	634
15	504	565
14	448	503
13	398	447
12	354	387
11	315	353
10	280	314
9	249	279
8	222	248
7	198	221
6	177	197
5	158	176
4	141	157
3	126	140
2	112	125
1	100	111

EVALUATION WORK SHEET

[illegible]

COMPREHENSIVE LISTING OF CHANGES
FROM 1983 SALARY ORDINANCE

OLD TITLE	NEW TITLE	OLD L.G.	NEW L.G.	REASON
<u>GENERAL</u>				
1. Exec. Secy A,B,C	Exec., Secy VII,VI,V	--	--	Titles to Conform To IAM Re-eval
<u>CONTROLLER</u>				
2. Internal Auditor	Same	13	14	Re-eval
<u>ECONOMIC DEVELOPMENT</u>				
3. Director	Same	17	19	Departmental Upgrade
4. Asst. Director	Same	15	17	" "
5. Finance Specialist	Same	14	15	" "
<u>METRO HUMAN RELATIONS COMMISSION</u>				
6. Deputy Directors Administrative & Investigative	Deputy Director	13	14	Consolidation & Re-eval.
<u>BOARD OF WORKS</u>				
7. None	Exec. Secy VI/ Bookkeeper	--	6	New Position
8. None	Compliance Officer	--	12	New Position
<u>C. D. & P.</u>				
9. Office Manager	Same	8	9	Re-eval.
<u>STREET ENGINEERING</u>				
10. Street Engineer	Same	15	16	Re-eval.
11. Exec. Secy	None	6	--	Position Eliminated
<u>POLICE CIVILIANS</u>				
12. Supt. Police Garage	None	12	--	Position Transferred

CHANGES PAGE 2

POLICE

13. Exec. Secy VI	Same	6	6	Transferred to Police Civ.
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COMMUNICATIONS

14. Tech. II	Same	10	11	Re-Eval
15. None	Telephone Operator			New Position

TRAFFIC ENGINEERING

16. Traffic Engineer	Same	15	16	Re-Eval
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HUMANE SHELTER

17. Animal Technician	Same	9	10	Re-Eval.
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E.M.S.

18. None	Supervisor/Technician	--	12	New Position
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AVIATION

19. None	Project Coordinator	--	13	New Position
20. None	Maint. Superintendent	--	13	New Position
21. Field Maint. Superintnednet	Field Superintnedent	12	12	Title Change
22. Building Maint. Superintendent	Bldg. Superintendent	11	11	" "
23. Maint. Person	Field Maint. Person	4	4	" "
24. Custodian A	Terminal Maint. WorkerA	4	4	" "
25. Custodian B	" " " B	3	3	" "

PARKS AND RECREATION

26. Horticulturalist/ Conservatory Mgr.	Same	15	14	Re-Evaluation
27. Supervisor- Horticulture	Supervisor- Floriculture	13	11	Re-Evaluation
28. None	Zoo Curator/Ed. Spec.	--	9	New Position
29. None	Payroll Clerk	--	5	New Position
30. Golf Pro/ Greenskeeper	None	UC	--	Position Eliminated

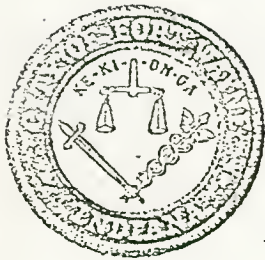
CHANGES PAGE 3

REDEVELOPMENT

31. None	Deputy Director	--	14	New Position
----------	-----------------	----	----	--------------

CITY UTILITIES

32. Director of Data Processing	None	17	--	Position Eliminated
33. Chief Water Eng.	Same	15	16	Re-Eval
34. Chief WPC Eng	Same	15	16	Re-Eval
35. Director, Tech Services	Tech. Services Administrator	15	16	New Title & Re-Eval
36. None	Asst. Chief Eng.	--	15	New Position
37. None	Project Manager-DP	--	15	Re-Organization
38. None	Programmer/Analyst	--	14	Re-Organization
39. None	Micro-Specialist	--	13	New Position
40. EEO Director	EEO Administrator	13	13	Title Change
41. Admin. Asst-Opns	Same	9	13	Re-Eval
42. Supervisor-Industrial Waste	Same	11	12	Re-Eval
43. None	Garage Supervisor	12	12	Transfer from Police Garage



THE CITY OF FORT WAYNE

personnel

AGREEMENT

Between

CITY OF FORT WAYNE, INDIANA

And

PATROLMEN'S BENEVOLENT ASSOCIATION, INC.

The wages for the year of 1983 shall reflect a 3% increase across the board on current salaries. For the year 1984, a 5% across the board increase, plus an increase in clothing allowance of \$175, making a total clothing allowance for the year 1984 of \$675.

In addition, those new patrol officers who have served one year on the force in the department shall be eligible for shift pay, beginning January of 1984.

All other economic factors currently in existence shall remain the same. All of the above is subject to Council approval.

POSITION	1982	PROPOSED INCREASE	1983	PROPOSED INCREASE	1984
Patrolman	\$17,758.00	\$532.74	\$18,290.74	\$914.54	\$19,205.28

FOR THE PATROLMEN'S BENEVOLENT
ASSOCIATION, INC.:

David J. Becher
David J. Becher, President

Jon W. Jones
Jon W. Jones, Bargaining Committee

Ronald J. Burkart
Ronald J. Burkart, Bargaining
Committee

Talmadge N. Moore, Jr.
Talmadge N. Moore, Jr., Bargaining
Committee

Paul R. Smith
Paul R. Smith, Bargaining Committee

FOR THE CITY OF FORT WAYNE, INDIANA:

Win C. Moses, Jr.
Win C. Moses, Jr., Mayor

Nick Palermo
Nick Palermo, Chairman
Board of Public Safety

James M. Huntine
James M. Huntine, Director
Personnel/Labor Relations

Matthew W. Collins
Matthew W. Collins, Personnel
Officer, Labor Relations/
Compensation

Dated: July 8, 1982

AGREEMENT

BETWEEN



CITY OF FORT WAYNE, INDIANA,

and



THE FORT WAYNE

PATROLMEN'S BENEVOLENT ASSOCIATION, INC.

LOCAL # 15

(AFFILIATED WITH) :

THE INTERNATIONAL UNION OF POLICE ASSOCIATIONS

AFL - CIO

1984

Salary
Ordinance

Exhibit I





The City of Fort Wayne

AGREEMENT


This written Agreement is entered into on this 24th day of March, 1981, by and between the City of Fort Wayne, Indiana, and the Fort Wayne Patrolmen's Benevolent Association, Inc.

WHEREAS: The Fort Wayne Patrolmen's Benevolent Association, Inc., has been recognized and is recognized as the sole collective bargaining agent by the City of Fort Wayne, Indiana, for certain members of the Fort Wayne Police Department;

NOW THEREFORE: The City of Fort Wayne, Indiana, agrees to recognize the Fort Wayne Patrolmen's Benevolent Association, Inc., as the sole collective bargaining agent for Patrolmen below the rank of Sergeant in the Fort Wayne Police Department.

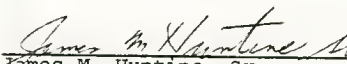
In witness thereof, the parties have caused this Agreement to be executed by their respective officers and representatives thereunto duly authorized this 24th day of March, 1981.

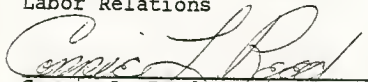
FOR THE CITY OF FORT WAYNE:


Win C. Moses, Jr., Mayor

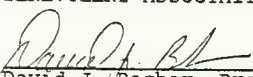

Member of the Board of Safety



Member of the Board of Safety

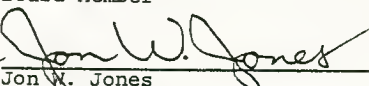

James M. Huntine, Sr.
Director of Personnel and
Labor Relations


Connie L. Reed, Assistant
Director Personnel and
Labor Relations


FOR THE FORT WAYNE PATROLMEN'S
BENEVOLENT ASSOCIATION, INC.:


David J. Becher, President


Ronald J. Burkart,
Board Member


Jon W. Jones
Committee Member


Talmadge N. Moore, Jr.
Committee Member


Paul R. Smith
Committee Member

In the event the union does not provide such notice by January 23, 1984, this contract shall remain in full force and effect until 11:59 p.m. March 23, 1985, and from year to year thereafter unless either party in the year 1985 shall, no more than ninety (90) and at least sixty (60) days prior to any anniversary date hereof, notify the other party of a desire to amend or terminate this agreement. In the event any notice is given under the provisions of the above, the parties shall meet no later than fifteen (15) days after receipt of notice.

Section 2. No agreement, waiver, alteration, understanding, variation or modification of any terms or conditions contained herein shall be made by any employee or group of employees, with the Employer, and in no case shall it be binding upon the parties hereto, unless such Agreement is made and executed in writing between the parties.



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE INDIANA 46802

April 6, 1981

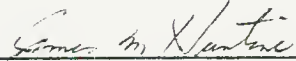
LETTER OF INTENT REGARDING
CLARIFICATION OF EXISTING PROCEDURES
FOR JOB ELIMINATIONS


TO: THE FORT WAYNE PATROLMEN'S BENEVOLENT ASSOCIATION, INC.

FROM: THE CITY OF FORT WAYNE, INDIANA

If an employee's position has been eliminated, the employee will exercise seniority on available, unfilled positions and have immediate bidding rights.

FOR THE CITY OF FORT WAYNE:



James M. Huntine, Director
Personnel & Labor Relations

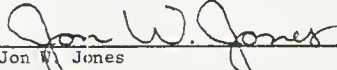

Connie L. Reed, Assistant Director
Personnel & Labor Relations

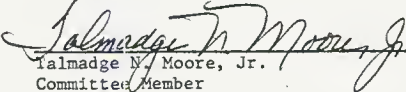

Orville Roberts
Acting Chief of Police


FOR THE FORT WAYNE PATROLMEN'S
BENEVOLENT ASSOCIATION, INC.:


David J. Becher
President


Ronald J. Burkart
Board Member


Jon W. Jones
Committee Member


Talmadge N. Moore, Jr.
Committee Member


Paul R. Smith
Committee Member

final jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion involved and shall not invalidate the remaining portions of this Agreement.

Article XXXII

DISCRIMINATION

Section 1. The Employer will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in, or activity on behalf of, the Union. The Employer will not discriminate in respect to hire, tenure of employment or any term or condition of employment against any employee covered by this Agreement because of membership in, or activity on behalf of, the Union, nor will it discourage or attempt to discourage membership in the Union or attempt to encourage membership in another Union.

Section 2. The Employer and the Union agree that it will not discriminate against any applicant for employment, or any present employee, in the payment of wages, assignment to jobs, seniority, promotion, demotions, training, transfer, layoff, recall, discipline, discharge, pension benefits, working hours, physical facilities, retirement age, insurance coverage, job classification, classified advertising, recruitment, testing, or any other term, condition, or privilege of employment, because of race, color, religion, sex, national origin or occupationally irrelevant physical handicaps, or the exercising of any rights under the grievance procedure.

Section 3. The Employer further agrees that any violation of Title VII of the 1964 Civil Rights Act, as well as the Equal

Pay Act of 1963, Executive Order 11246 as amended by 11375, and the Age Discrimination in Employment Act of 1979, will be deemed a violation of this Agreement and subject to the grievance and arbitration provisions embodied in this Agreement.

Article XXXIII

BULLETIN BOARD

Section 1. The Employer agrees to furnish a sealed bulletin board located in each department where employees normally work for the use of the Union for posting of matters relating to Union meetings and other Union matters of a non-controversial nature. All such notices by the Union shall be signed by an authorized Union representative and a copy left in an area designated by the Chief of Police.

Article XXXIV

DURATION AND CHANGE

Section 1. This Agreement shall become effective at 12:01 a.m. March 24, 1981 and shall remain in full force and effect until 11:59 p.m. March 23, 1983. At that time the City of Fort Wayne shall have the option to no more than ninety (90) and at least sixty (60) days prior to March 23, 1983 to notify the union of a desire to amend or terminate this agreement. If the City does not exercise its option to amend or terminate the agreement by January 23, 1983, the agreement shall remain in full force and effect until 11:59 p.m. March 23, 1984. The union shall have the option to amend or terminate this agreement in the year 1984 by notifying the City no more than ninety (90) and at least sixty (60) days prior to March 23, 1984.

Article XXVI

EXCHANGE OF WORKTIME

All members of the bargaining unit will be allowed to exchange work time with other members of the bargaining unit of the same division and shift for any holiday or vacation day a bargaining unit member attempts to schedule but may be unable to obtain due to seniority or maintenance of minimum manpower on the given shift.

Article XXVII

LIFE INSURANCE

The City will continue to provide \$15,000.00 double indemnity life insurance for the cost of \$1.20 for each employee per year.

Article XXVIII

HOSPITALIZATION

Present hospitalization plan remains in effect.

Article XXIX

DEATH OF AN EMPLOYEE

In the event of the death of a permanent employee, while employed by the City, all accrued wages due, including allowances for unpaid holidays and vacation time will be paid to the beneficiary.

Article XXX

POLICE RESERVES

Use of the Fort Wayne Police Reserve will be limited to special events, crowd control, traffic control, special surveillance, prisoner transport, motor numbers, vandalism reports, assist regular officers on burglar alarm, noise disturbance, theft reports, abandoned vehicles, failure to pay, tow in, and routine patrol.

It is further agreed that the total complement of the Fort Wayne Police Reserve shall not exceed fifteen percent (15%) of the total authorized strength of the Fort Wayne Police Department.

It is also agreed between the employer and Union that no member of the Fort Wayne Police Reserve shall be permitted use of the Police Reserve uniform, weapon, police reserve identification card or police reserve badge for purposes of employment, with or without pay, outside the official operations of the Fort Wayne Police Department or for employment to provide private security to any business, group or individual within the City of Fort Wayne, with the exception of Fort Wayne Community School P.T.A. functions. Violations are cause for dismissal from the reserve force.

Article XXXI

SEPARABILITY CLAUSE

Should any Article, Section or portion of this Agreement be held unlawful and unenforceable by any court of competent and

Article XIX

SICK LEAVE/WORKMEN'S COMPENSATION

Members of the bargaining unit shall be covered by the department Sick Leave Policy and Workmen's Compensation Policy (on duty or job related) that has been in effect. It is agreed, however, that for the purposes of procedure, the Fort Wayne Police Department Manual shall be followed.

Article XX

BARGAINING UNIT INFORMATION

During the term of this Agreement, the City, on a semi-annual basis, will provide the Union with the name, rank, district or bureau assignment, and home address of all employees the Union is authorized to represent by virtue of this Agreement and will keep such information current.

Article XXI

OVERTIME COMPENSATION

Employees who are, in the course of their duties, required to perform beyond their regularly scheduled hours of work, shall receive compensatory time at a rate of one and one-half (1-1/2) the actual amount of time worked beyond their regular shift. Overtime compensation shall be rounded to the nearest quarter hour. Overtime compensation forms shall be submitted in duplicate with one copy returned to the member following approval by management.

Article XXII

SAFETY

The City has the responsibility to establish and maintain adequate safety rules and regulations and to assure the issuance and maintenance of proper equipment to provide for the safety of its employees.

Article XXIII

MILITARY LEAVE

An employee shall be given a leave of absence in accordance with the Selective Service Act of 1948, as amended.

Article XXIV

MATERNITY LEAVE

Any female employee who becomes pregnant shall be considered on a leave of absence for the period during which she is therefore unable to work, which inability shall be certified by a licensed physician.

Article XXV

RESERVIST DUTY

Two weeks summer camp leave up to 80 hours shall be handled as in the past per Rules and Regulations, Section VI, Paragraph 23, March 31, 1976.

additional day off as their holiday, plus one half day compensatory time. Holidays may be taken at any time during the year.

Section 4. Holidays taken and not accrued shall be deducted from final check upon termination from department.

Article XV

PERSONAL DAYS

Employees shall be permitted one (1) personal day per year at their discretion provided adequate notification is provided to shift commander.

Article XVI

TRAINING OFFICER BONUS

New officers will be trained by an officer with a minimum of three (3) years seniority. Training officers will be selected by management, on a volunteer basis. If no officer volunteers, the least senior officer with three years seniority will be assigned.

All training officers shall receive a bonus of 8-1/2 hours compensatory time per month for each month engaged in training new officers. Substitute training officers shall receive 1/2 hour for each day engaged in training. During a new employee's probationary period, he shall be assigned, at all times, with a training officer with at least three years of seniority.

Article XVII

COMPENSATORY TIME

In the event a member of the bargaining unit is unable to use any accumulated compensatory time prior to the end of the calendar year, he shall be allowed to carry over such accumulated compensatory time, not to exceed fifty one (51) hours to July 1 of the subsequent year.

Article XVIII

DEATH IN FAMILY

Death leave will be granted in accordance with the Fort Wayne Police Department Manual, as follows: In the case of the death of relatives of members of the Fort Wayne Police Department, the officer involved may be given special leave on the following basis:

- a. Up to five days in the event of the death of a member of the immediate family (parents, spouse, brother, sister, children, parents-in-law).
- b. In the event of the death of the grandparents or brother-in-law or sister-in-law of the officer involved, one day will be granted.
- c. Time off for funerals of other or more distant relatives will be granted when charged as vacation days only.
- d. The multiple days provision stated above are to include the period prior to and including the day of the funeral.
- e. Allowances prescribed above are not in addition to, but will be reduced by the number of regular days off which occur during any such leave period.

Article XIII

VACATIONS

Section 1. Employees shall be granted an annual paid vacation in accordance with the following schedule based on length of continuous service:

<u>YEARS OF SERVICE</u>	<u>VACATION DAYS PER YEAR</u>
0 - 6 months	None
6 months thru 1 year	5 days
1 year thru 3 years	10 days
4 years thru 5 years	15 days
6 years thru 15 years	1 additional day per year
20 years	5 additional days

Employees hired prior to the effective date of this agreement with 6 months to 3 years service shall be allowed 15 vacation days per year.

Section 2. During January of each year, employees may bid vacation preference for any period during the remainder of the year. These bids will be for a minimum of four (4) consecutive days. Employees having the greatest seniority will be given first choice in selecting the time of their vacation. This provision shall not require that all vacation days be bid in January. Vacation days not bid during January at a four (4) day minimum may be made anytime during the year on a single or multiple day basis and shall be awarded on a strict seniority basis if submitted fifteen (15) or more days in advance of the date requested. Vacation requests submitted less than fifteen (15) days in advance of the date requested shall be awarded in order of submission. Vacation bids under this provision will

be placed a minimum of two (2) days in advance of the anticipated vacation date. The number of employees on vacation on a shift in a division on a given day shall be determined by the City to assure orderly operation of the shifts within the separate divisions.

Section 3. Employees will be permitted to use three (3) vacation or comp days during a year without advance notice, provided the employee's supervisor is notified before the employee is scheduled to report to work, and the minimum number of personnel on the shift is maintained. Under no circumstances will an employee be permitted to use any combination of vacation or comp days to exceed the three (3) day maximum per year.

Article XIV

HOLIDAYS

Section 1. The following ten (10) holidays shall be holidays for members of the bargaining unit:

New Year's Day; Easter; Memorial Day; Independence Day;
Labor Day; Veterans' Day; Thanksgiving; Christmas Eve;
Christmas Day and; the employee's birthday.

Section 2. Holidays shall be bid according to division shift seniority, with preference to the most senior bidder. The preference for holidays will be made no later than thirty (30) days prior to the holiday.

Section 3. An employee who is not scheduled to work on any of the above holidays, shall be entitled to receive an additional day off as their holiday except, however, employees who work on any of the above named holidays shall be entitled to receive an

this provision shall apply to notes and records compiled by an investigator during the course of an investigation of a police officer provided, however, that upon completion of the investigation, the police officer shall have access to all notes and records of the investigation.

Section 7. A police officer shall have fifteen (15) working days within which to file a written response to any adverse comment entered in his personnel file. Such written response shall be attached to, and shall accompany, the adverse comment.

Section 8. Before the questioning of any police officer as a result of a complaint by a citizen, that citizen shall be required to sign a statement clearly stating the allegation, a copy of which shall be provided to the officer at the time said officer is directed to report for questioning.

Section 9. No police officer shall be required or requested for purposes of job assignment or other personnel action to disclose any item of his property, income, assets, source of income, debts or personal or domestic expenditures (including those of any member of his family or household) unless: (a) such information is obtained under proper legal procedure, or (b) there is probable cause that bribes or other improper inducements may have been given to such police officers.

Section 10. No police officer shall be given an unnatural, artificial, or make-work assignment for the purpose of discipline or punishment.

Section 11. No police officer shall be discharged, disciplined, demoted, transferred or denied promotion or reassignment or otherwise discriminated against in regard to his

employment, or be threatened with any such treatment by reason of his lawful exercise of his constitutional rights or the rights granted under this Article.

Section 12. An employee may inspect his personnel file and may be accompanied by a designated union representative, which may include an attorney. Any alleged discrepancies shall be brought to the attention of the Personnel Administrator for adjustment. If the matter is still unresolved, it shall be subject to the grievance procedure.

Section 13. No police officer shall be compelled to submit to a polygraph examination, voice stress analysis or other truth detection device against his/her will, nor shall voice stress analysis or other truth detection devices be unknowingly used during the course of an investigation of a police officer. No disciplinary action or other recrimination shall be taken against a police officer refusing to submit to a polygraph examination, voice stress analyzer, or other truth detection devices. No comment or notation shall be entered anywhere in the investigator's notes or anywhere else that the police officer refused to submit to a polygraph examination, voice stress analysis or truth detection device or that voice stress analysis or other truth detection device was unknowingly used. Testimony or evidence shall not be admissible at a subsequent hearing, trial or proceeding, judicial or administrative, to the effect that the police officer refused to submit to a polygraph examination, voice stress analysis, or other truth detection device or that voice stress analysis or other truth detection device was unknowingly used.

witness or the object of the investigation, and of any charges against him at least two (2) working days prior to any questioning.

D. The questioning session shall be for a reasonable period taking into consideration gravity and complexity of the issue being investigated.

E. The police officer under investigation shall not be subject to offensive language or threatened in any manner whatsoever. The police officer under investigation shall not be subjected to visits by the press or news media without his express consent, nor shall his name, home address or photograph be given to the press or news media without his express consent.

F. The complete questioning of a police officer may be recorded. A tape recording may be made of the questioning, and the police officer shall have access to the tape if any further proceedings are contemplated or prior to any further investigation at a subsequent time. The police officer shall be entitled to a transcribed copy of any notes made by a stenographer or to any reports made by investigators. The police officer being questioned shall have the right to bring his own recording device and record any and all aspects of the questioning.

G. When the police officer is under investigation for the commission of a criminal offense, he shall be completely informed of all his rights prior to the commencement of the interrogation. If the officer chooses to invoke his protection under these rights at that time, that officer shall not be

subject to charges of insubordination or failure to cooperate for that reason.

H. No police officer shall have his locker, desk, or other space for storage that may be assigned to him searched except in his presence, or unless a valid search warrant has been obtained.

I. At the request of any police officer under investigation, he shall have the right to be represented by counsel or any union representative of his choice who shall be present at all times during such questioning whenever such questionings may result in disciplinary action or criminal charges against the police officer.

J. This section shall not apply to any investigation or questioning of a police officer in the course of counseling, instruction, or informal verbal admonishment by, or other routine contact with a supervisor.

Section 6. No police officer shall have any comment adverse to his interest entered in his personnel file, or any record kept at his place or unit of employment or any other place recording such comments by any person, without the police officer having first read and signed the instrument containing the adverse comment indicating he is aware that such comment is being placed in his personnel file or other place of recordation of such comments, except that such entry may be made if, after reading such instrument containing any adverse comment, the police officer refused to sign it. A witness shall thereafter note that such officer was presented with the opportunity to read and sign such instrument and refused to do so. Nothing in

Article XII

POLICE OFFICERS' BILL OF RIGHTS

This Article is known and may be cited as the Fort Wayne Police Officer's Procedural Bill of Rights. These rules shall be for the government of the Fort Wayne Police Department and shall be the Internal Police Personnel Policies.

For purposes of this Article, the term "Police Officer" includes Fort Wayne City Police Officers on full time active duty within the bargaining unit as defined in this Agreement.

Section 1. Officers of the Fort Wayne Police Department hold status as public officers in that the nature of their office and their performance of their duties involves the exercise of the Police Power of the City and State.

Section 2. The security of the City and its citizens depends upon the manner in which Fort Wayne Police Department members perform their duties. The performance of such duties involves those members in all manner of contacts and relationships with the public, superior officers and fellow officers.

Section 3. Situations may arise out of such contacts and relationships brought about by the actions of members of the force. Such situations may require prompt investigation by superior officers designated by the Director of Public Safety, the Chief of Police, and Division Commanders or other competent authority designated by the Chief of Police.

Section 4. Except as otherwise provided by law, no police officer shall be prohibited from engaging or be coerced or required to engage in political activity.

Section 5. When, for any reason, any police officer is under investigation or subjected to questioning by his commanding officer, or any other duly assigned member of the Police Department, which could lead to disciplinary action, demotion, dismissal, transfer or administrative charges, and to insure that such investigation or questionings are conducted in a manner conducive to public confidence, good order and discipline, meanwhile observing and protecting the individual rights of each Police Officer, the following rules of procedure are hereby established.

A. The questioning shall be conducted at a reasonable hour, preferably at a time when the Police Officer is on duty, or during the normal waking hours for the Police Officer, unless the seriousness of the investigation requires otherwise. The questioning shall be completed within a reasonable time after the occurrence of the event giving rise to the investigation. Time shall be provided for personal necessities, meals, telephone calls, and rest periods.

B. The Police Officer under investigation shall be informed at least two (2) working days prior to such questioning of the rank, name and command of the officer in charge of the investigation, and the questioning officer, unless evidence establishing probable cause that a felony has been committed demands an immediate investigation. All questions directed to the police officer under investigation shall be asked by and through no more than two questioners.

C. The police officer under investigation shall be informed of the nature of the investigation, or whether he is a

N. Upon completion of the one (1) year probationary period, jobs held by new employees shall be open for bid by all members of the bargaining unit.

O. The seniority of employees promoted to jobs outside the bargaining unit shall continue to accumulate during the time of such promotion. In the event such employee returns to the bargaining unit, he shall be entitled to whatever rights and privileges his accumulated seniority would entitle him without prejudice. Employees appointed to excluded positions, on vacating these positions and returning to the regular bid positions, shall take an opening that has been posted and remains unfilled. After such employee has been in that position for ninety (90) days, he may bid on any other posted job in the bargaining unit.

P. In the event of a layoff of members of the bargaining unit, the order of layoff shall be inversely related to length of service (the last man hired shall be the first man laid off).

Q. In the event members have the same seniority date, layoff shall be inversely related to an alphabetized listing of the members by last name (the last name alphabetically shall be the first laid off).

R. Should the City find it necessary to lay off members of the bargaining unit, it shall give the Union notice not less than two (2) weeks prior to the effective date of the lay off of the initially affected employee. The City will inform the Union of the nature of the layoff within three (3) working days of the notice. The City, at this meeting, shall provide the Union with a current seniority list of the bargaining unit.

S. In the event of a recall to work, the order of return shall be directly related to length of service (the last man laid off shall be the first man returned to work).

Article XI

HOURS OF WORK

Section 1. Except as hereinafter provided, the basic work week of bargaining unit employees represented by the Union shall consist for the Operations Division, but not including Traffic Bureau Office Personnel, the following: A repeating nineteen day rotation consisting of four days on and two days off followed by four days on and two days off followed by five days on and two days off at eight hour shifts.

Section 2. Under abnormal working conditions, the Chief of Police shall have the right to temporarily change normal working hours. Temporarily is defined as the length of the abnormal working conditions.

Section 3. Normal hours for the Investigative and Administrative Division shall be, but not limited to the repeating nineteen (19) day rotation defined in Section 1, or five (5) days on and two (2) days off, at 8 hour shifts.

Section 4. Adverse Weather Conditions: When the temperature is below freezing, or weather conditions are such that it would endanger the safety of the officer, operation of the Cycle Unit shall be suspended during such period of adverse weather.

I. It is recognized that the Employer has the right to assign work to its employees, and seniority shall not, nor shall anything contained in this Agreement be construed to restrict the Employer in requiring an employee in one classification from doing any work temporarily in any other classification. Temporary reassignment of a job classification within the Uniform Division for motorized patrol district, foot patrol and police desk shall be accomplished as far as possible, on an inverse seniority basis, with primary consideration for coverage of patrol districts and minimum reassignment of on-duty patrolmen to accomplish coverage. A member of the bargaining unit shall be permitted no more than two (2) temporary reassignments during any calendar year. Temporary shall be defined as a period not to exceed thirty (30) working days. The Employer shall notify the Union in writing prior to any reassignment of employees and include the expected duration, individuals and assignments involved. In extraordinary circumstances, the Employer and Union may negotiate the duration of a temporary reassignment to exceed thirty (30) working days. Temporary reassignment for special events requiring manpower reallocation shall be accomplished on a department wide inverse seniority basis. Temporary reassignment of a job classification shall not be used to avoid the bid system.

J. Each employee will be permitted to bid for an unfilled job classification, but after a successful bid shall be denied the right to bid again for six (6) months. Each employee will be permitted to exercise department wide seniority preference, but after having successfully bid for division, bureau and

shift shall be denied the right to bid again for six (6) months. Job classifications excluded from the bid system shall be appointed by the Chief of Police.

K. Job bids will include division, bureau and shift being bid and the date of opening and closing. Bids will be posted and remain open five (5) calendar days. Unsuccessful bids will not be counted against the employee's number of bids per calendar year. An employee may bid on more than one job, but not more than three (3) jobs simultaneously. An employee may not exercise bidding rights while under departmental suspension.

L. Upon a job deletion or opening by management after two (2) department wide bids, the more junior employee will be required to fill the open job.

M. Bids must be posted on all Police Department bulletin boards for five (5) calendar days. Persons to accept bids will be the Shift Commanders. Employees must bid for jobs on forms provided by the Police Department. Employees must bid in person by signature and will receive a receipt to show that a bid has been placed. The employee will retain the original and the person issuing the receipt will forward the copy along with the bid at the time the bids close to the Chief of Police or his designee. An employee may remove his name from the bid by appearing in person to the Shift Commander during working hours with his receipt during the five (5) days while the bid is still open. The union steward may act in behalf of an employee on any bidding procedures provided written authorization is furnished.

direct authority of the Chief of Police. An organization Diagram of the Police Department shall be attached as Appendix A. Excluded from division shift seniority, for the purposes of job bidding, will be the Vice and Narcotics Section, Crime Prevention, Research and Planning, Public Information, Community Relations and Property Management, not to exceed an aggregate total of fifteen (15) excluded positions.

Section 2. Seniority List: The City will provide the Union with a copy of an updated seniority list every six (6) months.

Section 3. Job Bidding:

A. As an opening occurs in a non-excluded position through normal attrition or promotion, eligible employees as defined in this agreement shall be permitted to bid for the opening, and be awarded the job on the basis of seniority.

B. A senior employee may, if agreeable between the parties, have partner preference as long as such preference is on the same shift, and after exercising such preference shall be denied the right to a partner preference for three (3) months from the date of selection.

C. If two employees apply for the same opening and they have identical seniority dates, then the system as defined in Seniority Defined, based on an alphabetical list shall prevail.

D. The principle of seniority, Division, Bureau, shift and job classification, in that order, shall be the deciding factor in effecting job selection.

E. Job classifications for the purpose of job bidding in the following classifications are: Motorized Patrol District, Foot Patrol, Police Desk, Swing Man, Canine (K-9) Handler,

Radar Unit, Accident Unit, Cycle Unit, Juvenile Bureau, Crime Prevention, Vice and Narcotics, Detective Bureau Sections, and other specific jobs not excluded from the bid program. Employees who bid job classifications on the basis of seniority are responsible for fulfilling job requirements and are subject to disciplinary action for failure to do so.

F. As job classification vacancies occur through normal attrition, employees shall be permitted to bid for job classification vacancies on a seniority basis within a division shift.

G. Jobs shall be classified and bid according to seniority. The bidding employee, after any needed outside training, shall be evaluated at the end of thirty (30) working days by his immediate supervisor and Shift Commander, and shall have his final evaluation before his sixtieth (60th) working day. Employees who are found by the evaluations not to be able to perform adequately shall be notified in the presence of a shift representative, and be returned to the division and shift from which they came. Employees who themselves decide within the sixty days not to maintain their job shall be returned to the division, bureau, and shift from which they came.

H. Nothing in this agreement shall prevent management from creating new job classifications or extending or decreasing existing job classifications provided each new job classification covered under this Agreement is posted for bid in accordance with the bidding procedure in Article X of this Agreement.

er's third step answer, notify the Employer of the Union's intent to arbitrate the dispute. Upon receipt of such notification, the Employer and the Union shall select an arbitrator from a panel of seven arbitrators from the Federal Mediation and Conciliation Service which have been selected jointly by the parties. After receipt of the panel of arbitrators, the parties shall draw lots to determine who shall strike the first name from the list of seven arbitrators, then continue striking names on an alternate basis. The last remaining name shall be deemed the arbitrator by mutual consent of the parties.

The arbitrator shall not have the authority to alter, amend or change the terms or provisions of this Agreement, and his decision shall be limited to the particular grievance in question. The answer of the arbitrator shall be in writing unless otherwise agreed on by both parties.

The arbitrator's decision shall be final and binding on the parties, and in the event either party shall fail or refuse to abide by the decision of the arbitrator, the offended party can bring an action in the appropriate court. The court in its discretion, will award the prevailing party reasonable attorney fees in addition to any other relief adjudged.

The Union and the Employer shall equally share the fee of the Arbitrator, including any mutually agreed upon services relating to the arbitration proceedings.

Section 4. Time Limitations: All time limits prescribed as set forth in Section 3, Steps 1 through 4, may be extended by mutual agreement of the parties. Failure of the party charged to respond within the time limits shall constitute a basis for escalating the grievance to the next step. Failure of the aggrieved party to process the grievance to the next step within the time limits shall constitute a basis for the party charged to deny the grievance.

Article X

SENIORITY

Section 1. Seniority Defined: Seniority as defined in this paragraph means the most recent date of continuous appointment within the Fort Wayne Police Department. Seniority for the purpose of this Agreement shall apply to members of the bargaining unit. If two or more employees have the same employment date with the Fort Wayne Police Department, the ranking for seniority shall be based on an alphabetized listing of the employees by the last name. All new employees shall be considered probationary employees for one (1) year from the most recent date of appointment to the Fort Wayne Police Department and shall be excluded from the bidding procedure for one (1) year. An employee shall be terminated and the employee's seniority broken when he (a) quits; (b) is discharged for just cause; or (c) is laid off for a period of twelve (12) months.

A. Division Shift Seniority as defined in this paragraph shall mean the Operations Division, Investigative Division, Administrative Division, and non-excluded work units under the

Article IX

GRIEVANCE AND ARBITRATION

Section 1. Grievance defined: A grievance shall be defined as any dispute arising concerning the interpretation or application of this Agreement or with respect to the circumstances and conditions of employment except as otherwise provided in this Article. No management prerogative reserved solely to the authority of the City shall be made the subject of a grievance. Grievances may be submitted, as defined, relating to matters contained in this Agreement. Suspensions, dismissals, and reductions in grade, are not grievable or arbitrable. It is specifically understood that any matters governed by statutory provisions shall not be considered grievances and subject to the grievance procedure herein. When a grievance arises, an earnest effort shall be made to settle such differences promptly in accordance with the Grievance Procedure hereinafter prescribed.

Section 2. Grievance Limitations: If more than one employee has the same grievance, two (2) aggrieved employees, representing all aggrieved employees, as selected by the Union, shall proceed through Step 1 of the Grievance Procedure, as set forth in this Article, representing all employees with the same grievance. The parties hereto, in processing a grievance, reserve the right, upon mutual agreement, to eliminate any of Steps one (1) and two (2) of the Grievance Procedure, as set forth in this Article. A grievance must be filed within ten (10) working days following knowledge which gave rise to the alleged grievance, but not to exceed thirty (30) calendar days following the action.

Section 3. Grievance Procedure: The Grievance Procedure shall be as follows:

STEP 1. The grievance shall be orally presented by the aggrieved employee and/or shift representative to his immediate supervisor. The supervisor must give his oral answer within five (5) days.

STEP 2. If no satisfactory settlement is reached in Step 1, the grievance shall be reduced to writing and advance to Step 2, within five (5) days by the shift representative, who will discuss the grievance with the immediate supervisor. Within five (5) days, the immediate supervisor shall give his written answer after consultation with the Shift Commander.

STEP 3. In the event the grievance is unresolved in Step 2, it shall be delivered by the Union within five (5) days to the Director of Labor Relations: A meeting between the Director of Labor Relations and the Chief of Police or their designated representatives and members of the Union Grievance Committee shall be held within twelve (12) calendar days after delivery to the Director of Labor Relations to discuss the grievance. If not satisfactorily adjusted at this meeting, the Director of Labor Relations shall give his written answer within ten (10) calendar days of the meeting. Nothing in Step 3 shall prohibit the Chief of Police or his designated representative from meeting with the shift representative and settling the grievance during this twelve calendar day period.

STEP 4. If the above procedure has been followed and the parties are still unable to settle the grievance, the Union shall, within thirty (30) days following receipt of the Employ-

Section 2. The Employer will recognize four (4) bargaining committeemen, one (1) of whom shall be designated as chairman of the committee. Time spent in meetings set up by Management, for the first thirty (30) days of negotiations, mediation and arbitration, set by Ordinance Bill No. S-78-05-14, Special Ordinance No. S-156-78, will be paid for necessary time lost in negotiations with representatives of the Employer. Negotiations shall be held during normal shift business hours of the Employer. The Employer will accommodate the Union in respect to time off with pay, which will permit employees to negotiate during the first thirty (30) days of negotiations, mediation and arbitration.

Accredited representatives of the Union shall be chosen from its members who are employed by the Employer. For the purpose of this paragraph, "employee" is defined as a person who is in the bargaining unit.

The Employer will recognize shift representatives or their alternate representative designated by the Union to the Employer in writing. Union representatives shall be afforded such time as needed to carry out their grievance responsibilities. Any shift representative who finds it necessary to leave his work station to transact legitimate grievance business may do so after notifying his Supervisor in writing and being released in a reasonable amount of time. The steward will notify the Supervisor of the legitimate grievance business. The Union agrees to make every effort in the conduct of grievance matters to minimize interference with production and the

orderly operation of the Employer, and further agrees that alternates will process grievances only in the absence of the shift representative.

The Employer agrees that Union employees who file a grievance with the Employer will not be questioned in respect thereto without advising the employee of his right to Union representation.

Section 3. The Union shall be free to withdraw a grievance at any step of the grievance procedure without prejudice.

Section 4. Designated Union Representatives, in exercising their collective bargaining rights as set forth in this Agreement, shall have the right to carry out their collective bargaining responsibilities within the bargaining unit without fear of reprisal, intimidation, coercion, harassment, or discrimination for so serving.

Section 5. One (1) officer of the Union as designated in writing shall be granted sufficient time as needed to conduct legitimate union business. These matters shall include, but not be limited to, contract interpretation, grievance matters and to further promote harmonious relations between management and the union. While engaged in such matters, said officer shall not suffer any loss of seniority nor loss of financial remuneration.

Section 6. The City will not aid, promote, or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the Union under this contract.

least five (5) days in advance of the effective date. Two (2) representatives selected by the Union shall be present at all meetings of the Rules and Regulations Committee, called by the Employer to discuss revision of rules and regulations of the Police Department.

Article VI

UNION SECURITY

Section 1. All employees who are hired and who complete sixty (60) days of employment subsequent to the effective date of this Agreement shall, as a condition of continued employment, either join the Union and pay the monthly Union Dues and Initiation Fees, when required, or pay an agency fee equal to the amount of monthly Union dues.

Section 2. All employees who are hired subsequent to the effective date of this Agreement shall, as a condition of employment, sign a statement of understanding and a release from liability against the City and the Union if said employee is discharged from employment under the Union Security Article.

Article VII

DUES DEDUCTIONS

Section 1. Union Membership: The Employer will accept a signed dues deduction authorization, or agency fee deduction authorization, by any member of a bargaining unit covered by this Agreement as equivalent to a continuing voucher by such member of a bargaining unit in the amount of monthly dues, or initiation fees or assessments uniformly required to the Union (certified by the Treasurer of the cognizant Local Union as the

proper amount) and such authorization shall remain in effect for the duration of this Agreement. However, any such authorization may be revoked by an employee on a written notice by certified mail to the employer with a copy being sent to the Union.

Deduction of Union dues shall be made on the first payday of the month following the month in which the authorization was received and monthly thereafter on the first payday of the month. Deductions provided herein shall be remitted to the cognizant Treasurer of the Union no later than the twentieth (20th) day of the month in which the deductions were made and shall include all deductions made in that month. The Employer shall furnish, with the deductions remitted, an alphabetized listing of each employee for whom a deduction is made showing the exact amount of each respective deduction made.

Article VIII

UNION REPRESENTATION

Section 1. Upon prior notice to the Chief of Police, or his designated representative, authorized agents of the Union shall have access to the Employer's establishment for purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to. It is expressly agreed that the Employer is hereby released from any and all liability for an injury to such agent, occurring while he is on the premises of the Employer.

Article IV

COVERAGE

Section 1. The provisions of this Agreement shall be binding upon the City of Fort Wayne, Indiana and its successors, assigns, and/or future assignees; and shall be unaffected by any reorganization, reclassification, merger, or other change in the legal status of the City of Fort Wayne, Indiana, or in any Governmental Unit presently a part of the City of Fort Wayne, Indiana; and all terms and obligations herein contained shall be unaffected by any sale, transfer or assignment of property owned, leased, managed or controlled by the City of Fort Wayne, Indiana; and all terms and obligations herein contained shall be unaffected by legislation subsequent to the effective date of this Agreement respecting the capacity to contract of the City of Fort Wayne, Indiana, and/or any executive department thereof.

Section 2. The provisions of this Agreement shall be applicable to all programs, projects, services, and/or activities undertaken by any executive department of the City of Fort Wayne, Indiana, subsequent to the execution of this Agreement; the provisions of this Agreement shall also be applicable to any program, project, service, or activity presently being performed by any executive department of the City of Fort Wayne, Indiana, which, subsequent to the execution of this Agreement, is delegated to a private party and/or any governmental unit by ordinance or by contract between the City of Fort Wayne, Indiana, and a private party, and/or governmental unit.

Article V

MANAGEMENT RIGHTS

Section 1. Recognition of Management: The Union hereby recognizes the Employer as having the sole right to direction of the working forces, including, but not limited to the right to determine the work to be performed by employees; to employ, promote, demote, transfer, lay-off, discipline, suspend or discharge for cause; to assign work and the number of hours to be worked, including overtime work; to increase and decrease the working force; to establish standards and methods; to hire civilians except for patrol and investigative field work; to transfer work or otherwise perform work as required by the demands to maintain the efficiency of public operations. The Employer, in exercising the rights set forth herein, recognizes that certain express conditions of employment are set forth in this Agreement which limit and restrict these defined Employer rights. Therefore, the employer agrees that in exercising the rights herein, nothing shall be construed, or applied in any manner which negates, modifies, or supersedes the rights of employees, or the Union, where such rights are expressly set forth in this Agreement.

Section 2. Rules and Regulations: The Union recognizes that the Employer reserves the right to establish rules, and/or change existing rules affecting working conditions. It is agreed that all such rules shall be reasonable in content and application. Disputes arising therefrom shall be subject to the grievance procedure. The Union will be furnished a copy of any new or revised rules affecting bargaining unit employees at

PREAMBLE

This Agreement is made and entered into on this 24th day of March, 1981, by and between the City of Fort Wayne, Indiana, hereinafter referred to as the "Employer," and the Fort Wayne Patrolmen's Benevolent Association, Inc., hereinafter referred to as the "Union," and under the authority of Ordinance Bill No. S-78-05-14, Special Ordinance No. S-156-78.

WITNESSETH

It is agreed by and between the parties hereto that the following, including attached supplements, shall constitute and be the entire Agreement between the parties hereto in respect to hours of employment, fringe benefits and working conditions for and during the term of this Agreement, and neither party shall be required to negotiate with the other during the term of this Agreement on any bargainable issues or subjects, unless mutually agreed to by the City and the Union, except as may be herein specifically provided; and all rights and obligations created or incurred under and by virtue of the provisions of this Agreement shall terminate with the termination of this Agreement. Changes in the working Agreement agreeable to both parties may be made at any time.

Article I

PURPOSE

Section 1. Purpose: The purpose of this Agreement is to provide a procedure for orderly collective bargaining between the parties, to secure prompt and fair disposition of grievances or complaints, to set forth the basic principles concerning hours of employment, fringe benefits and working conditions and to establish a basis for the cooperative solution of problems by responsible parties to the end that a spirit of peace and cooperation be maintained.

Article II

RECOGNITION

Section 1. Recognition of Union: The Employer hereby recognizes the Fort Wayne Patrolmen's Benevolent Association, Inc. as the exclusive representative of all employees as defined below for the purpose of collective bargaining with respect to hours of employment, fringe benefits and working conditions.

Article III

BARGAINING UNIT

Section 1. The bargaining unit to which this Agreement applies shall include all commissioned officers of the Fort Wayne Police Department below the rank of Sergeant actually assigned to the Fort Wayne Police Department.

Maternity Leave	30	XXIV	
Military Leave	30	XXIII	
Negotiation Hours	7	VIII	2
Overtime Compensation	29	XXI	
Part Time Work - Reserves	32	XXX	
Partner Preference	13	X	3B
Personal Day	27	XV	
Personnel File	22-24	XII	6,7,12
Police Reserve - Duties Allowed	32	XXX	
Police Reserve - Number Allowed	32	XXX	
Polygraph	24	XII	13
Probation	12	X	1
Reservist Duty	30	XXV	
Rights - Exercise of	23	XII	11
Rules & Regulations	4	V	2
Safety	30	XXII	
Seniority			
Alphabetized	12	X	1
Application	12	X	1
Bidding	13	X	3A
Bidding Procedures	16	X	3K,M
Broken	12	X	1
Defined	12	X	1
Division Shift	12	X	1A
Exclusions	13	X	1A
Exclusion Returnees	17	X	3-O
Ineligibility - 6 months	15	X	3J
Ineligibility - 90 days	17	X	3-O
Job Classification	13	X	3E
Job Classification Bids	14	X	3F
Job Creation	14	X	3H
Job Deletion	14	X	3H
Junior Employee	16	X	3L
Layoffs	17	X	3P-S
List	13	X	2
Posting Openings	16	X	3K
Principle Of	13	X	3D

Seniority (Cont.)

Probation - Completion of	17	X	3N
Promotional Returnees	17	X	3-0
Sixty Day Evaluation	14	X	3G
Temporary Re-assignment	15	X	3I
Shift Representative - Responsibilities	7-8	VIII	2
Sick Leave	29	XIX	
Temporary Re-assignment	15	X	3I
Training Officer Compensation	27	XVI	
Training Officer Selection	27	XVI	
Training Officer Substitute	27	XVI	
Union Time Off	8	VIII	5
Vacation Bidding	25	XIII	2
Vacation - No Advance Notice	26	XIII	3
Vacation Schedule	25	XIII	1
Violation of Union Rights	8	VIII	6

INDEX

	<u>PAGE</u>	<u>ARTICLE</u>	<u>SECTION</u>
Assets - Personal	23	XII	9
Bargaining Committee	7	VII	2
Bargaining Rights	8	VII	4
Bill of Rights			
Advance Notice	20	XII	5F
Assets - Personal	23	XII	9
Attorney - Right To	22	XII	5I
Citizen Complaint	23	XII	8
Make Work Assignment	23	XII	10
Personnel File	22-24	XII	6,7,12
Political Activity	19	XII	4
Polygraph	24	XII	13
Privacy Guaranteed	22	XII	5H
Questioning - Advance Notice	20	XII	5B-C
Questioning - Procedure	20	XII	5A,B,D,E
Questioning - Recorded	21	XII	5F
Rights - Exercise Of	23	XII	11
Rights - Read	21	XII	5G
Shift Representative - Right To	22	XII	5I
Bulletin Board	34	XXXIII	
Citizen Complaint	23	XII	8
Civil Rights - 1964 Act	33	XXXII	3
Civilians	4	V	1
Comp Time Carry Over	28	XVII	
Death of Employee	31	XXIX	
Death in Family	28	XVIII	
Discrimination - Grievance	33	XXXII	2
Discrimination - Race, etc.	33	XXXII	2
Discrimination - Union Activity	33	XXXII	1
Duration of Contract	34	XXXIV	
Employee Defined	7	VIII	12

Employee Liability	6	VIII	1
Equal Pay Act	33	XXXII	3
Exchange of Worktime	31	XXVI	
Grievance			
Arbitration	10-11	IX	3-4
Defined	9	IX	1
Discrimination	33	XXXII	2
Elimination of Steps	9	IX	2
Group Grievance	9	IX	2
Joint Meeting	10	IX	3-3
Limitations	9	IX	2
Oral	10	IX	3-1
Reduced to Writing	10	IX	3-2
Time Limits	12	IX	4
Withdrawal	8	VII	3
Holiday Bidding	26	XIV	2
Holiday - Compensation Rate	26	XIV	3
Holiday - Deduction Of	27	XIV	4
Holiday Schedule	26	XIV	1
Hospitalization	31	XXVIII	
Hours of Work Changed	18	XI	2
Hours of Work			
Abnormal Conditions	18	XI	2
Administrative Division	18	XI	3
Investigative Division	18	XI	3
Operations Division	18	XI	1
Internal Affairs Questioning	20	XII	5A,B,D,E
Internal Affairs Questioning			
Advance Notice	20	XII	5B-C
Job Classification	13	X	3E
Layoffs	17	X	3P-S
Life Insurance	31	XXVII	
List of Members	29	XX	

TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>TITLE</u>	<u>PAGE</u>
	PREAMBLE	1
	WITNESSETH	1
I	PURPOSE	2
II	RECOGNITION	2
III	BARGAINING UNIT	2
IV	COVERAGE	3
V	MANAGEMENT RIGHTS	4
VI	UNION SECURITY	5
VII	DUES DEDUCTIONS	5
VIII	UNION REPRESENTATION	6
IX	GRIEVANCE AND ARBITRATION	9
X	SENIORITY	12
XI	HOURS OF WORK	18
XII	POLICE OFFICERS' BILL OF RIGHTS	19
XIII	VACATIONS	25
XIV	HOLIDAYS	26
XV	PERSONAL DAYS	27
XVI	TRAINING OFFICER BONUS	27
XVII	COMPENSATORY TIME	28
XVIII	DEATH IN FAMILY	28
XIX	SICK LEAVE/WORKMEN'S COMPENSATION	29
XX	BARGAINING UNIT INFORMATION	29
XXI	OVERTIME COMPENSATION	29
XXII	SAFETY	30

<u>ARTICLE NO.</u>	<u>TITLE</u>	<u>PAGE</u>
XXIII	MILITARY LEAVE	30
XXIV	MATERNITY LEAVE	30
XXV	RESERVIST DUTY	30
XXVI	EXCHANGE OF WORKTIME	31
XXVII	LIFE INSURANCE	31
XXVIII	HOSPITALIZATION	31
XXIX	DEATH OF EMPLOYEE	31
XXX	POLICE RESERVES	32
XXXI	SEPARABILITY CLAUSE	32
XXXII	DISCRIMINATION	33
XXXIII	BULLETIN BOARD	34
XXXIV	DURATION AND CHANGE	34

the 1990s, the number of people with a mental health problem has increased by 50% (Mental Health Foundation, 2000).

There is a growing awareness of the need to address the needs of people with mental health problems, and the importance of providing them with appropriate services. This has led to a number of initiatives, including the development of mental health services, the establishment of mental health trusts, and the implementation of mental health legislation. The aim of this paper is to review the current state of mental health services in the UK, and to discuss the challenges facing them in the future. The paper will first describe the current state of mental health services in the UK, and then discuss the challenges facing them in the future. The paper will then discuss the importance of providing appropriate services to people with mental health problems, and the role of mental health services in this. Finally, the paper will discuss the importance of addressing the needs of people with mental health problems, and the role of mental health services in this.

The current state of mental health services in the UK is characterized by a number of challenges. One of the main challenges is the increasing number of people with mental health problems. This has led to a growing demand for mental health services, and has placed a significant strain on the resources available to meet this demand. Another challenge is the increasing complexity of mental health problems, which has led to a need for more specialized services. This has also placed a strain on the resources available to meet this demand.

One of the main challenges facing mental health services in the future is the need to provide appropriate services to people with mental health problems. This requires a number of things, including the development of mental health services, the establishment of mental health trusts, and the implementation of mental health legislation. The aim of this paper is to review the current state of mental health services in the UK, and to discuss the challenges facing them in the future.

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The City of Fort Wayne

AGREEMENT

between

CITY OF FORT WAYNE, INDIANA

and

THE FRATERNAL ORDER OF POLICE
INDIANA WAYNE LODGE #14, INC.

The wages for the members of the Fraternal Order of Police, Indiana Wayne Lodge #14, Inc., shall reflect a 3% increase for the year 1983 across the board on current salaries, with the exception that the rank spread of 4.29% from First Sergeant to Lieutenant shall be changed to 5%, effective for the year 1983.

For the year 1984, a 5% increase across the board for each existing rank shall be in effect plus for the year 1984, an increase in clothing allowance of \$175, making a total clothing allowance for the year 1984 of \$675, subject to Council approval, as follows:

POSITION	1982	PROPOSED INCREASE	1983	PROPOSED INCREASE	1984
Sergeant	\$19,533.80	\$586.01	\$20,119.81	\$1,005.99	\$21,125.80
First Sergeant	19,924.48	597.73	20,522.21	1,026.11	21,548.32
Lieutenant	20,779.24	769.08	21,548.32	1,077.42	22,625.74
Captain	21,818.19	807.55	22,625.74	1,131.29	23,757.03

AGREEMENT
BETWEEN

THE CITY OF FORT WAYNE, INDIANA
and

THE FRATERNAL ORDER OF POLICE
INDIANA WAYNE LODGE #14, INC.

Page 2


All other economic factors currently in existence shall be maintained.

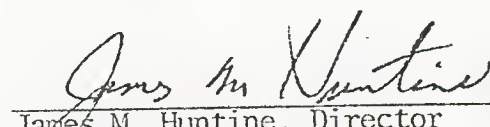
FOR THE FRATERNAL ORDER OF
POLICE, INDIANA WAYNE LODGE
#14, INC.:

FOR THE CITY OF FORT WAYNE:

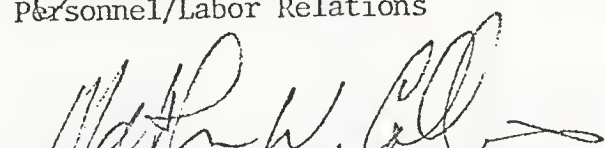

Jeron Biddle, First Vice President


Win C. Moses, Jr., Mayor

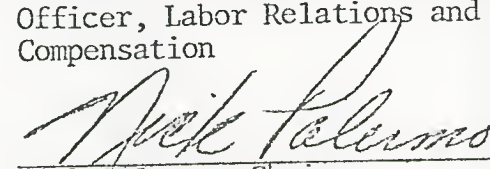

Donald D. Stedje
Bargaining Committee


James M. Huntine, Director
Personnel/Labor Relations


Homer G. Gatchell
Bargaining Committee


Matthew W. Collins, Personnel
Officer, Labor Relations and
Compensation


Orville Roberts
Bargaining Committee


Nick Palermo, Chairman
Board of Safety

Dated: May 27, 1982

1984

Salary
Ordinance

Exhibit II

AGREEMENT

BETWEEN



CITY OF FORT WAYNE, INDIANA

and



THE FRATERNAL ORDER OF POLICE
INDIANA WAYNE LODGE #14, INC.



PREAMBLE

This Agreement is entered into on this 21st day of May, 1981, by and between the City of Fort Wayne, Indiana, hereinafter referred to as the City, and the Fraternal Order of Police, Indiana Wayne Lodge #14, Inc., hereinafter referred to as Wayne Lodge #14, and under the authority of Ordinance Bill No: S-78-05-14, Special Ordinance No: S-156-78.

WITNESSETH

It is agreed by and between the parties hereto that the following, including attached supplements, shall constitute and be the entire Agreement between the parties hereto in respect to hours of employment, fringe benefits and working conditions for and during the term of this Agreement, and neither party shall be required to negotiate with the other during the term of this Agreement on any bargainable issues or subjects, unless mutually agreed to by the City and Wayne Lodge #14, except as may be herein specifically provided; and all rights and obligations created or incurred under and by virtue of the provisions of this Agreement shall terminate with the termination of this Agreement. Changes in the working Agreement agreeable to both parties may be made at any time.

Article I

PURPOSE

Section 1. Purpose: The purpose of this Agreement is to provide a procedure for orderly collective bargaining between

TABLE OF CONTENTS

<u>ARTICLE #</u>	<u>TITLE</u>	<u>PAGE</u>
	PREAMBLE	1
	WITNESSETH	1
I	PURPOSE	1
II	RECOGNITION	2
III	BARGAINING UNIT	2
IV	COVERAGE	2
V	MANAGEMENT RIGHTS	4
VI	DUES DEDUCTIONS	5
VII	WAYNE LODGE #14 REPRESENTATION	5
VIII	GRIEVANCE AND ARBITRATION	8
IX	SENIORITY	12
X	HOURS OF WORK	13
XI	POLICE OFFICERS' BILL OF RIGHTS	14
XII	VACATIONS	20
XIII	HOLIDAYS	21
XIV	ASSUMING DUTIES OF A HIGHER RANK	22
XV	BULLETIN BOARDS	22
XVI	MILITARY LEAVE	22
XVII	RESERVIST DUTY	22
XVIII	DEATH IN FAMILY	23
XIX	PERSONAL DAYS	24
XX	OVERTIME	24
XXI	OVERTIME CARRY OVER	24
XXII	CHAIN OF COMMAND	25
XXIII	SICK LEAVE	25
XXIV	ON THE JOB INJURY	25
XXV	DEATH OF AN EMPLOYEE	25
XXVI	HOSPITALIZATION	26
XXVII	LIFE INSURANCE	26
XXVIII	RETIRED OFFICERS INSURANCE OPTION	26
XXIX	DISCRIMINATION	26
XXX	DURATION AND CHANGE	27
XXXI	SAVINGS CLAUSE	28

any reorganization, reclassification, merger, or other change in the legal status of the City of Fort Wayne, Indiana, or in any Governmental Unit presently a part of the City of Fort Wayne, Indiana; and all terms and obligations herein contained shall be unaffected by any sale, transfer or assignment of property owned, leased, managed or controlled by the City of Fort Wayne, Indiana; and all terms and obligations herein contained shall be unaffected by legislation subsequent to the effective date of this Agreement respecting the capacity to contract of the City of Fort Wayne, Indiana, and/or any executive department thereof.

Section 2. The provisions of this Agreement shall be applicable to all programs, projects, services, and/or activities undertaken by any executive department of the City of Fort Wayne, Indiana, subsequent to the execution of this Agreement; the provisions of this Agreement shall also be applicable to any program, project, service, or activity presently being performed by any executive department of the City of Fort Wayne, Indiana, which, subsequent to the execution of this Agreement, is delegated to a private party and/or any governmental unit by ordinance or by contract between the City of Fort Wayne, Indiana, and a private party, and/or governmental unit.

the parties, to secure prompt and fair disposition of grievances or complaints, to set forth the basic principles concerning hours of employment, fringe benefits and working conditions and to establish a basis for the cooperative solution of problems by responsible parties to the end that a spirit of peace and cooperation be maintained.

Article II

RECOGNITION

The City agrees to recognize Wayne Lodge #14 as the exclusive representative for all commissioned police officers holding the rank of Sergeant, Lieutenant and Captain of the Fort Wayne Police Department in all matters involving fringe benefits, hours and all other terms or conditions of employment.

Article III

BARGAINING UNIT

The bargaining unit to which this Agreement applies shall include all commissioned officers of the Fort Wayne Police Department holding the rank of Sergeant, Lieutenant and Captain of the Fort Wayne Police Department.

Article IV

COVERAGE

Section 1. The provisions of this Agreement shall be binding upon the City of Fort Wayne, Indiana and its successors, assigns, and/or future assignees; and shall be unaffected by

employees at least five (5) days in advance of the effective date. Two (2) representatives selected by Wayne Lodge #14 shall be present at all meetings of the Rules and Regulations Committee, called by the Employer to discuss revision of rules and regulations of the Police Department.

Article VI

DUES DEDUCTIONS

Section 1. The City agrees to deduct from the wages of bargaining unit members, dues of Wayne Lodge #14, upon written authorization from the member to do so. One half the amount of Wayne Lodge #14 membership dues will be deducted in March and September of each year. These monies will be remitted by the City to the Wayne Lodge #14 Treasurer no later than the 10th day of the month following that of the deduction.

Section 2. Any authorization may be revoked by an employee by notifying the City of such intent by certified mail and with a copy being sent to Wayne Lodge #14.

Article VII

WAYNE LODGE #14 REPRESENTATION

Section 1. Upon prior notice to the Chief of Police, or his designated representative, authorized agents of Wayne Lodge #14 shall have access to the City's establishment for purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to. It is expressly agreed that the City is hereby released from any and

Article V

MANAGEMENT RIGHTS

Section 1. Recognition of Management: Wayne Lodge #14 recognizes the City as having the sole right to direction of the working forces including, but not limited to, the right to determine the work to be performed by employees; to employ, promote, demote, transfer, lay off, discipline, suspend or discharge for cause; to assign work and the number of hours to be worked, including overtime work; to increase and decrease the working force; to establish standards and methods; to transfer work or otherwise perform work as required by the demands to maintain the efficiency of public operations. The City, in exercising the rights set forth herein, recognizes that certain express conditions of employment are set forth in this Agreement which limit and restrict these defined employer rights. Therefore, the City agrees that in exercising the rights herein, nothing shall be construed, or applied in any manner which negates, modifies, or supersedes the rights of employees, or Wayne Lodge #14, where such rights are expressly set forth in this Agreement.

Section 2. Rules and Regulations: Wayne Lodge #14 recognizes that the Employer reserves the right to establish rules, and/or change existing rules affecting working conditions. It is agreed that all such rules shall be reasonable in content and application. Disputes arising therefrom shall be subject to the grievance procedure. Wayne Lodge #14 will be furnished a copy of any new or revised rules affecting bargaining unit

Section 4. The City will recognize a grievance committee or their alternate representatives designated by Wayne Lodge #14 to the City in writing. Wayne Lodge #14 representatives shall be afforded such reasonable time as needed to carry out their grievance responsibilities. Any grievance committee member who finds it necessary to leave his work station to transact legitimate grievance business may do so after notifying his immediate supervisor and being released in a reasonable amount of time. The committee member will notify the immediate supervisor of the legitimate grievance business. Wayne Lodge #14 agrees to make every effort in the conduct of grievance matters to minimize interference with production and the orderly operation of the City, and further agrees that alternates will process grievances only in the absence of the committee members.

Section 5. The City agrees that Wayne Lodge #14 employees who file a grievance with the City will not be questioned in respect thereto without advising the employee of his right to Union representation.

Section 6. Wayne Lodge #14 shall be free to withdraw a grievance at any step of the grievance procedure without prejudice.

Section 7. Designated Wayne Lodge #14 representatives, in exercising their collective bargaining rights as set forth in this Agreement, shall have the right to carry out their collective bargaining responsibilities within the bargaining unit

all liability for an injury to such agent, occurring while he is on the premises of the City.

Section 2. The City will recognize four (4) bargaining committeemen, one (1) of whom shall be designated as chairman of the committee. Time spent in meetings set up by the City, for the first thirty (30) days of negotiations, mediation and arbitration, set by Ordinance Bill No: S-78-05-14, Special Ordinance No: S-156-78, will be paid for necessary time lost in negotiations with representatives of the City. The City will accommodate Wayne Lodge #14 in respect to time off with pay, which will permit employees to negotiate during the first thirty (30) days of negotiations, mediation and arbitration.

There will be eight hundred (800) hours donated per calendar year to be used for other than grievance and negotiating meetings and investigations held between the City of Fort Wayne, Indiana, and Wayne Lodge #14. This time can be used for business not related to political activities, and will be used by representatives as designated in writing to the Chief of Police by the president of Wayne Lodge #14. Use of this time shall be subject to maintaining minimum manpower requirements. Hours not used in the calendar year may be carried over to the following calendar year.

Section 3. Accredited representatives of Wayne Lodge #14 shall be chosen from its members who are employed by the City. For the purpose of this paragraph, "employee" is defined as a person who is in the bargaining unit.

the Steps of the Grievance Procedure as set forth in this Article. A grievance must be filed within ten (10) working days following knowledge which gave rise to the alleged grievance, but not to exceed thirty (30) calendar days following the action.

Section 3. Grievance Procedure: Every member of the bargaining unit shall have the right to present grievances in accordance with the procedure provided as follows:

STEP 1: A member of the bargaining unit who believes he has cause for a grievance may discuss the matter directly with his immediate supervisor, with or without the assistance of a member of the grievance committee. Every reasonable effort shall be made to settle problems promptly at this point through discussion. The member shall have the right to discuss the complaint with a member of the grievance committee before any discussion takes place with his immediate supervisor. The immediate supervisor shall make arrangements for the employee to be off his job for a reasonable period of time to discuss the complaint with a grievance committee member.

STEP 2: If the matter is not satisfactorily settled during discussion with the immediate supervisor within five (5) days, the member in consultation with a member of the grievance committee shall reduce the complaint to a written grievance specifying what provision or provisions of the contract have been violated. The member shall sign the grievance and deliver

without fear of reprisal, intimidation, coercion, harassment, or discrimination for so serving.

Article VIII

GRIEVANCE AND ARBITRATION

Section 1. Grievance defined: A grievance shall be defined as any dispute arising concerning the interpretation or application of this Agreement or with respect to the circumstances and conditions of employment except as otherwise provided in this Article. No management prerogative reserved solely to the authority of the City shall be made the subject of a grievance. Grievances may be submitted, as defined, relating to matters contained in this Agreement. Suspensions, dismissals, and reductions in grade, are not grievable or arbitrable. It is specifically understood that any matters governed by statutory provisions shall not be considered grievances and subject to the grievance procedure herein. When a grievance arises, an earnest effort shall be made to settle such differences promptly in accordance with the Grievance Procedure hereinafter prescribed.

Section 2. Grievance Limitations: If more than one employee has the same grievance, two (2) aggrieved employees, representing all aggrieved employees as selected by Wayne Lodge #14, shall proceed through Step 1 of the Grievance Procedure as set forth in this Article, representing all employees with the same grievance. The parties hereto, in processing a grievance, reserve the right, upon mutual agreement, to eliminate any of

Section 4. Arbitration Procedure: If the above Grievance Procedure has been followed and the parties are still unable to settle the grievance, Wayne Lodge #14 shall, within thirty (30) days following receipt of the Employer's Fourth Step answer, notify the City of Wayne Lodge #14's intent to arbitrate the dispute. Upon receipt of such notification, the City and Wayne Lodge #14 shall select an arbitrator from a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service which have been selected jointly by the parties. After receipt of the panel of arbitrators, the parties shall draw lots to determine who shall strike the first name from the list of seven arbitrators, then continue striking names on an alternate basis. The last remaining name shall be deemed the arbitrator by mutual consent of the parties.

The arbitrator shall not have the authority to alter, amend or change the terms or provisions of this Agreement, and his decision shall be limited to the particular grievance in question. The answer of the arbitrator shall be in writing unless otherwise agreed on by both parties.

The arbitrator's decision shall be final and binding on the parties, and in the event either party shall fail or refuse to abide by the decision of the arbitrator, the offended party can bring an action in the appropriate court. The court in its discretion will award the prevailing party reasonable attorney fees in addition to any other relief adjudged.

Wayne Lodge #14 and the City shall equally share the fee of the Arbitrator, including any mutually agreed upon services relating to the arbitration proceedings.

it to a member of the grievance committee. The member of the grievance committee shall deliver the written grievance to the Division's Deputy Chief, or his designated representative, for an answer. The Division's Deputy Chief, or his designated representative, shall present to a member of the grievance committee, a written answer within five (5) days, and shall state the facts taken into account in answering the grievance.

STEP 3: In the event the grievance is unresolved in Step 2, it shall be delivered to the Chief of Police. The Chief of Police shall present a member of the grievance committee with his answer in writing within five (5) days and it shall state the facts taken into account in answering the grievance.

STEP 4: In the event the grievance is unresolved in Step 3, it shall be delivered by the Wayne Lodge #14 within five (5) days to the Director of Labor Relations. A meeting between the Director of Labor Relations and the Chief of Police or their designated representatives and members of the Wayne Lodge #14's Grievance Committee shall be held within twelve (12) calendar days after delivery to the Director of Labor Relations to discuss the grievance. If not satisfactorily adjusted at this meeting, the Director of Labor Relations shall give his written answer within ten (10) calendar days of the meeting. Nothing in Step 4 shall prohibit the Chief of Police or his designated representative from meeting with the shift representative and settling the grievance during this twelve calendar day period.

Section 3. Transfers, Filling Vacancies: Vacancies which occur due to retirement, discipline, creation of a new position, promotion to captain or above, etc. in the Sergeants or Lieutenants ranks, shall be bid and filled in the manner prescribed by the Merit Commission.

Article X

HOURS OF WORK

Section 1. Except as hereinafter provided, the basic work week of bargaining unit employees represented by Wayne Lodge #14 shall consist for the Operations Division, but not including Traffic Bureau Office Personnel, the following: A repeating nineteen day rotation consisting of four days on and two days off followed by four days on and two days off followed by five days on and two days off at consecutive eight hour shifts.

Section 2. Under abnormal working conditions, the Chief of Police shall have the right to temporarily change normal working hours. Temporarily is defined as the length of the abnormal working conditions.

Section 3. Normal hours for the Investigative and Administrative Division shall be, but not limited to the repeating nineteen (19) day rotation defined in Section 1, or five (5) days on and two (2) days off, at consecutive 8 hour shifts.

Section 5. Time Limitations: All time limits prescribed as set forth in Section 3, Steps 1 through 4, may be extended by mutual agreement of the parties. Failure of the party charged to respond within the time limits shall constitute a basis for escalating the grievance to the next step. Failure of the aggrieved party to process the grievance to the next step within the time limits shall constitute a basis for the party charged to deny the grievance.

Article IX

SENIORITY

Section 1. Seniority Defined: Seniority as defined in this paragraph shall mean an officers most recent date of appointment by the Merit Commission to the rank of Sergeant or Lieutenant, but in no event shall seniority for either rank date beyond 1 January 1976. If two (2) or more officers have the same appointment date as a Sergeant or Lieutenant the ranking for seniority shall be based on the officer's position on the Merit Commission Promotion List. The officer with the highest composite score shall be ranked first in seniority relative to the eligibility list issued by the Merit Commission, upon which the officer was selected for promotion.

Section 2. Seniority List: Within seven (7) days of the effective date of this agreement the City shall establish a department wide seniority list of all Sergeants and Lieutenants and provide the bargaining unit with an initial copy and an updated copy every 6 months thereafter.

Section 4. Except as otherwise provided by law, no police officer shall be prohibited from engaging or be coerced or required to engage in political activity.

Section 5. When, for any reason, any police officer is under investigation or subjected to questioning by his commanding officer, or any other duly assigned member of the Police Department, which could lead to disciplinary action, demotion, dismissal, transfer or administrative charges, and to insure that such investigation or questionings are conducted in a manner conducive to public confidence, good order and discipline, meanwhile observing and protecting the individual rights of each Police Officer, the following rules of procedure are hereby established:

A. The questioning shall be conducted at a reasonable hour, preferably at a time when the Police Officer is on duty, or during the normal waking hours for the Police Officer, unless the seriousness of the investigation requires otherwise. The questioning shall be completed within a reasonable time after the occurrence of the events giving rise to the investigation. Time shall be provided for personal necessities, meals, telephone calls, and rest periods.

B. The Police Officer under investigation shall be informed at least two (2) working days prior to such questioning of the rank, name and command of the officer in charge of the investigation, the questioning officer, and all other persons to be present during the questioning, unless evidence establishing probable cause that a felony has been committed

Article XI

POLICE OFFICERS' BILL OF RIGHTS

This Article is known and may be cited as the Fort Wayne Police Officers' Procedural Bill of Rights. These rules shall be for the government of the Fort Wayne Police Department and shall be the Internal Police Personnel Policies.

For purposes of this Article, the term "Police Officer" includes Fort Wayne City Police Officers on full time active duty within the bargaining unit as defined in this Agreement.

Section 1. Officers of the Fort Wayne Police Department hold status as public officers in that the nature of their office and their performance of their duties involves the exercise of the Police Power of the City and State.

Section 2. The security of the City and its citizens depends upon the manner in which Fort Wayne Police Department members perform their duties. The performance of such duties involves those members in all manner of contacts and relationships with the public, superior officers and fellow officers.

Section 3. Situations may arise out of such contacts and relationships brought about by the actions of members of the force. Such situations may require prompt investigation by superior officers designated by the Chairman, Board of Safety, the Chief of Police, and Division Commanders or other competent authority designated by the Chief of Police.

G. When the police officer is under investigation for the commission of a criminal offense, he shall be completely informed of all his rights prior to the commencement of the interrogation. If the officer chooses to invoke his protection under these rights at that time, that officer shall not be subject to charges of insubordination or failure to cooperate for that reason.

H. No police officer shall have his locker, desk, or other space for storage that may be assigned to him searched except in his presence, or unless a valid search warrant has been obtained.

I. At the request of any police officer under investigation, he shall have the right to be represented by counsel or any union representative of his choice who shall be present at all times during such questioning whenever such questionings may result in disciplinary action or criminal charges against the police officer.

J. This section shall not apply to any investigation or questioning of a police officer in the course of counseling, instruction, or informal verbal admonishment by, or other routine contact with, a supervisor.

Section 6. No police officer shall have any comment adverse to his interest entered in his personnel file, or any record kept at his place or unit of employment or any other place recording such comments by any person, without the police officer having first read and signed the instrument containing the adverse comment indicating he is aware that such comment is being

demands an immediate investigation. All questions directed to the police officer under investigation shall be asked by and through no more than two questioners.

C. The police officer under investigation shall be informed of the nature of the investigation, or whether he is a witness or the object of the investigation, and of any charges against him at least two (2) working days prior to any investigation.

D. The questioning session shall be for a reasonable period taking into consideration gravity and complexity of the issue being investigated.

E. The police officer under investigation shall not be subject to offensive language or threatened in any manner whatsoever. The police officer under investigation shall not be subjected to visits by the press or news media without his express consent, nor shall his name, home address or photograph be given to the press or news media without his express consent.

F. The complete questioning of a police officer shall be recorded and there shall be no unrecorded questions or statements. A tape recording shall be made of the questioning, and the police officer shall have access to the tape if any further proceedings are contemplated or prior to any further investigation at a subsequent time. The police officer shall be entitled to a transcribed copy of any notes made by a stenographer or to any reports made by investigators. The police officer being questioned shall have the right to bring his own recording device and record any and all aspects of the questioning.

(a) such information is obtained under proper legal procedure, or (b) there is probable cause that bribes or other improper inducements may have been given to such police officers.

Section 10. No police officer shall be given an unnatural, artificial, or make work assignment for the purpose of discipline or punishment.

Section 11. No police officer shall be discharged, disciplined, demoted, transferred or denied promotion or reassignment or otherwise discriminated against in regard to his employment, or be threatened with any such treatment by reason of his lawful exercise of his constitutional rights or the rights granted under this Article.

Section 12. An employee may inspect his personnel file and may be accompanied by a designated union representative, or his own attorney. Any alleged discrepancies shall be brought to the attention of the Personnel Administrator for adjustment. If the matter is still unresolved, it shall be subject to the grievance procedure.

Section 13. No police officer shall be compelled to submit to a polygraph examination, voice stress analysis or other truth detection device against his/her will, nor shall voice stress analysis or other truth detection devices be unknowingly used during the course of an investigation of a police officer. No disciplinary action or other recrimination shall be taken

placed in his personnel file or other place of recordation of such comments, except that such entry may be made if, after reading such instrument containing any adverse comment, the police officer refused to sign it. A witness shall thereafter note that such officer was presented with the opportunity to read and sign such instrument and refused to do so. Nothing in this provision shall apply to notes and records compiled by an investigator during the course of an investigation of a police officer provided, however, that upon completion of the investigation, the police officer shall have access to all notes and records of the investigation.

Section 7. A police officer shall have fifteen (15) working days within which to file a written response to any adverse comment entered in his personnel file. Such written response shall be attached to, and shall accompany, the adverse comment.

Section 8. Before the questioning of any police officer as a result of a complaint by a citizen, that citizen shall be required to sign a statement clearly stating the allegation, a copy of which shall be provided to the officer at the time said officer is directed to report for questioning.

Section 9. No police officer shall be required or requested for purposes of job assignment or other personnel action to disclose any item of his property, income, assets, source of income, debts or personal or domestic expenditures (including those of any member of his family or household) unless:

13	23 days per year
14	24 days per year
15	25 days per year
16	26 days per year
17	27 days per year
18	28 days per year
19	29 days per year
20	30 days per year

Vacations shall be granted in accordance with the Police Department Policy.

Article XIII

HOLIDAYS

Section 1. Schedule: The following ten (10) holidays shall be holidays for members of the bargaining unit:

New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving, Christmas Eve, Christmas Day, and the employee's birthday.

Section 2. Holidays may be granted any time during the calendar year.

Section 3. Members of the bargaining unit who are required to work a holiday shall be granted the holiday plus one half (1/2) compensatory day off at a later date.

Section 4. Holidays taken and not accrued shall be deducted from final check upon termination from department.

against a police officer refusing to submit to a polygraph examination, voice stress analyzer, or other truth detection devices. No comment or notation shall be entered anywhere in the investigator's notes or anywhere else that the police officer refused to submit to a polygraph examination, voice stress analysis or truth detection device or that voice stress analysis or other truth detection device was unknowingly used. Testimony or evidence shall not be admissible at a subsequent hearing, trial or proceeding, judicial or administrative, to the effect that the police officer refused to submit to a polygraph examination, voice stress analysis, or other truth detection device or that voice stress analysis or other truth detection device was unknowingly used.

Article XII

VACATIONS

Section 1. Members of the bargaining unit shall receive an annual paid vacation in accordance with the following schedule based on years of service:

<u>Years Service</u>	<u>Vacation Days Per Year</u>
3 - 5	15 days per year
6	16 days per year
7	17 days per year
8	18 days per year
9	19 days per year
10	20 days per year
11	21 days per year
12	22 days per year

Two week summer camp leave up to 80 hours shall be handled as in the past per Rules and Regulations Section VI, paragraph 23, March 31, 1976.

Section 2. A reservist can do one of the following for weekend or weeknight drills:

- A. Work on days off in place of days on drill.
- B. Take vacation, holiday, or overtime days.

Article XVIII

DEATH IN FAMILY

Death leave will be granted in accordance with the Fort Wayne Police Department Manual, as follows: In the case of the death of relatives of members of the Fort Wayne Police Department, the officer involved may be given special leave on the following basis:

- a. Up to five days in the event of the death of a member of the immediate family (parents, spouse, brother, sister, children, parents-in-law).
- b. In the event of the death of the grandparents or brother-in-law or sister-in-law, uncle or aunt, of the officer involved, one day will be granted.
- c. Time off for funerals of other or more distant relatives will be granted when charged as vacation days only.
- d. The multiple days provision stated above are to include the period prior to and including the day of the funeral.

Article XIV

ASSUMING DUTIES OF A HIGHER RANK

Anytime a member of the bargaining unit is required to assume duties, outside his regular duties, of a higher rank, he shall be compensated at the rate of one (1) hour of compensatory time for every eight hour period worked.

Article XV

BULLETIN BOARDS

The City shall provide four (4) sealed bulletin boards for use by Wayne Lodge #14, which are to be located in areas where members normally work.

Article XVI

MILITARY LEAVE

An employee shall be given a leave of absence in accordance with the Selective Service Act of 1948, as amended.

Article XVII

RESERVIST DUTY

Section 1. Federal law requires that any employee who is a reservist must be given time off for training without lost time. The reservist must request, within a reasonable time, a leave of absence for a training tour of duty. The reserve must keep the employer informed about scheduled week and weekend drills if such required drills necessitate his absence from work.

Article XXII

CHAIN OF COMMAND

Under no circumstances shall the chain of command be violated. The highest ranking officer present shall assume command of any and all details, situations and assignments. In addition, a patrolman shall not be placed in command of any team, group, bureau, division or subdivision of the Fort Wayne Police Department, under any circumstances.

Article XXIII

SICK LEAVE

Members of the bargaining unit shall be covered by the department sick leave policy now in effect.

Article XXIV

ON THE JOB INJURY

The City shall pay the cost of all necessary hospital, physician care, prescriptions and related medical expenses for all on the job or duty related injuries.

Article XXV

DEATH OF AN EMPLOYEE

In the event of the death of a member of the bargaining unit, while employed by the City, all accrued wages due, including allowances for unpaid holidays and vacation time, will be paid to the member's beneficiary as designated on their life insurance policy.

e. Allowances prescribed above are not in addition to, but will be reduced by the number of regular days off which occur during any such leave period.

Article XIX

PERSONAL DAYS

Two (2) personal days shall be granted to members of the bargaining unit to be used for urgent or unforeseen matters. The employee shall advise his commanding officer in advance of such absence and the day shall be granted provided that the minimum number of personnel needed is maintained.

Article XX

OVERTIME

On any occasion that a member of the bargaining unit is required to attend or appear during his off duty hours, he shall be compensated at the rate of one and a half (1-1/2) times the actual amount of time spent, plus one (1) hour each way travel time. Members who are required in the course of their duties to remain beyond their regular scheduled hours of work shall receive compensatory time at the rate of one and one half (1-1/2) times the actual amount of time spent.

Article XXI

OVERTIME CARRY OVER

Members of the bargaining unit will be allowed to carry over from year to year a maximum of 200 hours of overtime.

Section 2. The City and Wayne Lodge #14 agree that they will not discriminate against any applicant for employment, or any present employee, in the payment of wages, assignment to jobs, seniority, promotion, demotions, training, transfer, lay-off, recall, discipline, discharge, pension benefits, working hours, physical facilities, retirement age, insurance coverage, job classification, classified advertising, recruitment, testing, or any other term, condition, or privilege of employment, because of race, color, religion, sex, national origin or occupationally irrelevant physical handicaps, or the exercising of any rights under the grievance procedure.

Section 3. The City further agrees that any violation of Title VII of the 1964 Civil Rights Act, as well as the Equal Pay Act of 1963, Executive Order 11246 as amended by 11375, and the Age Discrimination in Employment Act of 1979, will be deemed a violation of this Agreement and subject to the grievance and arbitration provisions embodied in this Agreement.

Section 4. Whenever the male gender is used in this Agreement, it shall include the female gender where applicable.

Article XXX

DURATION AND CHANGE

Section 1. This Agreement shall become effective at 12:01 a.m. May 21, 1981 and shall remain in full force and effect until 11:59 p.m. May 21, 1983. At that time the City of Fort Wayne shall have the option to no more than ninety (90) and at least

Article XXVI

HOSPITALIZATION

Members of the bargaining unit shall be covered by the hospitalization plan now in effect.

Article XXVII

LIFE INSURANCE

Members of the bargaining unit shall be covered by the plan now in effect.

Article XXVIII

RETIRED OFFICERS INSURANCE OPTION

Employees who retire under the terms of any of our recognized retirement programs with the minimum of twenty (20) years service, shall be eligible to participate in the current retiree's group plan at the rates determined by the carrier.

Article XXIX

DISCRIMINATION

Section 1. The City will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in, or activity on behalf of, Wayne Lodge #14. The City will not discriminate in respect to hire, tenure of employment or any term or condition of employment against any employee covered by this Agreement because of membership in, or activity on behalf of, Wayne Lodge #14, nor will it discourage or attempt to discourage membership in Wayne Lodge #14 or attempt to encourage membership in another Union.

Article XXXI

SAVINGS CLAUSE

Should any Article, Section or portion of this Agreement be held unlawful and unenforceable by any court of competent and final jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion involved and shall not invalidate the remaining portions of this Agreement.

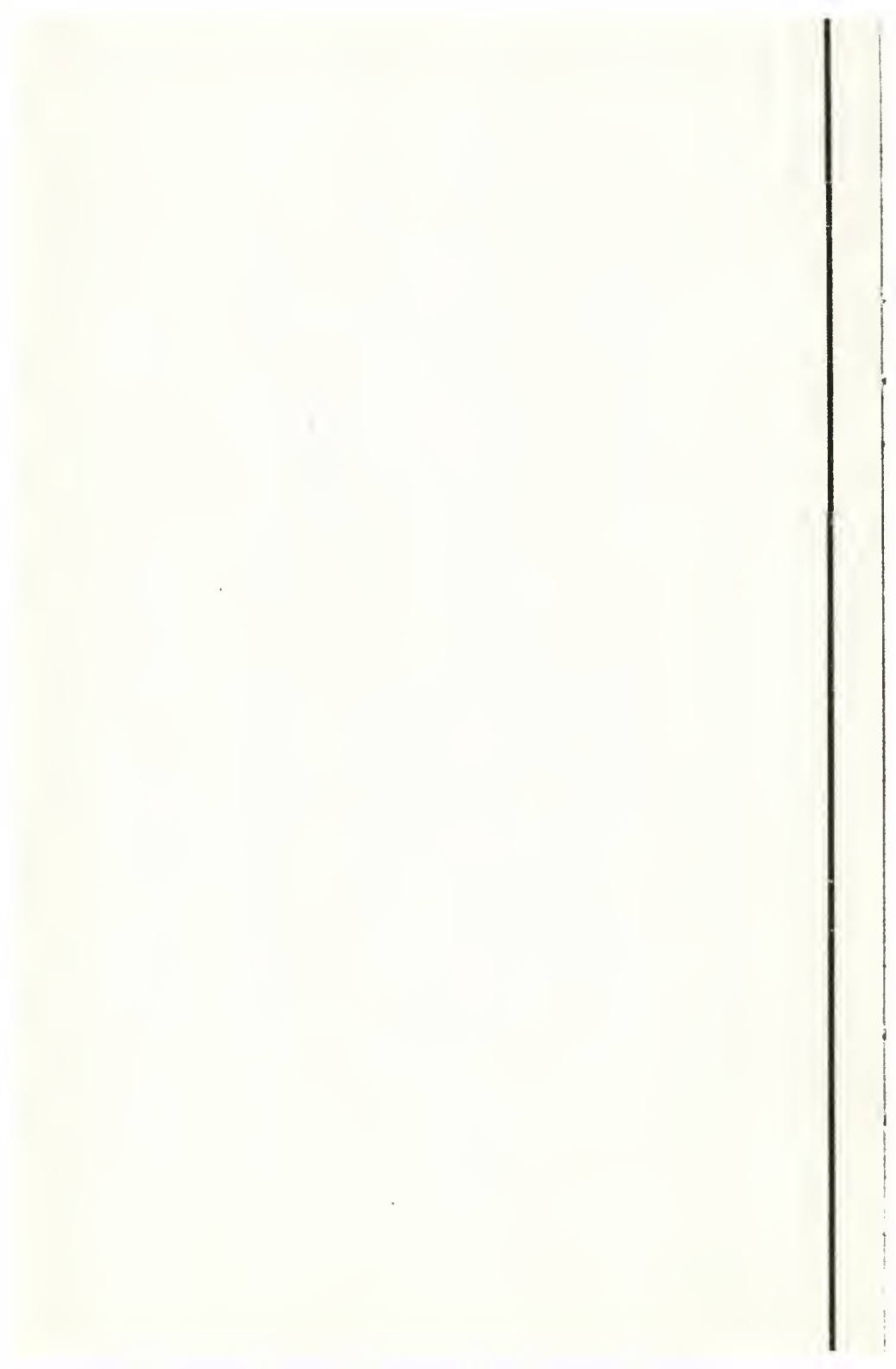
sixty (60) days prior to May 21, 1983 to notify Wayne Lodge #14 of a desire to amend or terminate this agreement. If the City does not exercise its option to amend or terminate the agreement by March 21, 1983, the agreement shall remain in full force and effect until 11:59 p.m. May 21, 1984. Wayne Lodge #14 shall have the option to amend or terminate this agreement in the year 1984 by notifying the City no more than ninety (90) and at least sixty (60) days prior to May 21, 1984.

In the event Wayne Lodge #14 does not provide such notice by March 21, 1984, this contract shall remain in full force and effect until 11:59 p.m. May 21, 1985, and from year to year thereafter unless either party in the year 1985 shall, no more than ninety (90) and at least sixty (60) days prior to any anniversary date hereof, notify the other party of a desire to amend or terminate this agreement. In the event any notice is given under the provisions of the above, the parties shall meet no later than fifteen (15) days after receipt of notice.

Article XXXI

SAVINGS CLAUSE

Should any Article, Section or portion of this Agreement be held unlawful and unenforceable by any court of competent and final jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion involved and shall not invalidate the remaining portions of this Agreement.





THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

AGREEMENT

This written Agreement is entered into on this 21st day of May, 1981, by and between the City of Fort Wayne, Indiana, and the Fraternal Order of Police, Indiana Wayne Lodge #14, Inc.

WHEREAS: The Fraternal Order of Police, Indiana Wayne Lodge #14, Inc., has been recognized and is recognized as the sole collective bargaining agent by the City of Fort Wayne, Indiana, for certain members of the Fort Wayne Police Department;

NOW THEREFORE: The City of Fort Wayne, Indiana, agrees to recognize the Fraternal Order of Police, Indiana Wayne Lodge #14, Inc., as the sole collective bargaining agent for Sergeants, Lieutenants and Captains in the Fort Wayne Police Department.

In witness thereof, the parties have caused this Agreement to be executed by their respective officers and representatives thereunto duly authorized this 22nd day of May, 1981.

FOR THE CITY OF FORT WAYNE:

FOR THE FRATERNAL ORDER OF POLICE,
INDIANA WAYNE LODGE #14, INC.:

Win C. Moses, Jr.
Mayor Win C. Moses, Jr.

Robert Putt
Robert Putt, President

Nick Palermo
Nick Palermo, Chairman
Board of Safety

Jeron L. Biddle
Jeron Biddle,
1st Vice President

Orville Roberts
Orville Roberts
Chief of Police

Donald D. Stedje, Jr.
Donald Stedje, Jr.
Chairman, Bargaining Committee

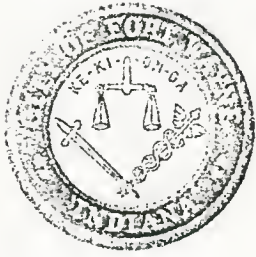
James Huntine
James Huntine, Personnel/
Labor Relations Director

Homer G. Gatchell
Homer G. Gatchell
Bargaining Committee Member

Connie Reed
Connie Reed, Asst.
Personnel/Labor Relations
Director

Lynn E. Armstrong
Lynn E. Armstrong
Bargaining Committee Member





THE CITY OF FORT WAYNE

personnel

AGREEMENT

Between

CITY OF FORT WAYNE, INDIANA

And

THE FORT WAYNE PROFESSIONAL
FIRE FIGHTERS UNION, LOCAL 124

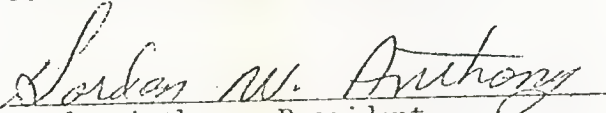
1. The Union agrees to maintain a manpower level of sixty (60) firefighters per shift in the Combat Division (A,B,C), at a projected level of two hundred twenty-five (225) in the Combat Division. The Union will not provide this voluntary coverage for Combat personnel on light duty or off on compensatory time.
2. This guarantee will be in effect for two (2) years or such shorter period, if manning requirements are either reduced or increased in the Combat Division.
3. The Union agrees to maintain this manpower level on a voluntary basis, in a manner determined by the Union at no cost to the City. The Chief or his designee will make the request to the Union when additional personnel are needed. Failure to provide the necessary manning levels will be considered a violation of this Agreement and will be dealt with in the same fashion as failure to report for a regularly assigned shift.

In consideration of the above conditions agreed to by the Union, which allows the City to provide the same basic protection with no significant increase in manpower for the life of this Agreement, the City offers the following:

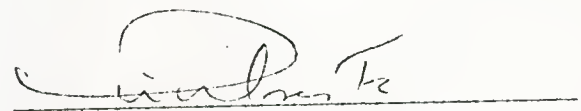
1. A three percent (3%) across the board increase on current salaries for the year of 1983.
2. For the year of 1984, a five percent (5%) across the board increase, plus an increase in clothing allowance of \$175, making a total clothing allowance for the year 1984 of \$675.
3. All other economic factors currently in existence shall remain the same.

All of the above is subject to Council approval.

FOR THE FORT WAYNE PROFESSIONAL
FIRE FIGHTERS UNION, LOCAL 124:


Gordon Anthony, President

FOR THE CITY OF FORT WAYNE, INDIANA:


Win C. Moses, Jr., Mayor

AGREEMENT

Between

CITY OF FORT WAYNE, INDIANA

And

THE FORT WAYNE PROFESSIONAL
FIRE FIGHTERS UNION, LOCAL 124


Page 2

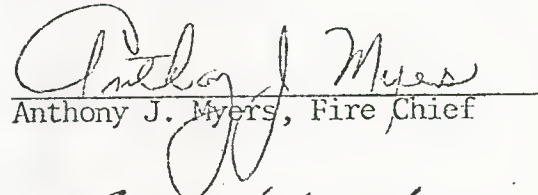

Robert Barnes, Vice President

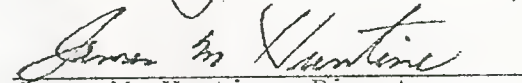

George Walda, Committee Member

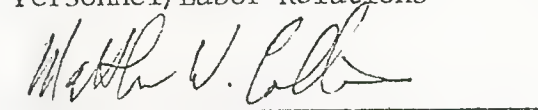

Vickie Gray, Committee Member

Dated: August 24, 1982


Nick Palermo, Chairman Board
of Public Safety


Anthony J. Myers, Fire Chief


James M. Huntine, Director
Personnel/Labor Relations


Matthew W. Collins, Personnel
Officer

AGREEMENT BETWEEN

1984

Salary
Ordinance

Exhibit
III



CITY OF FORT WAYNE, INDIANA

and



THE FORT WAYNE PROFESSIONAL
FIRE FIGHTERS UNION, LOCAL 124

Printed by GFESJ Local #328
AFL - CIO



AGREEMENT
BETWEEN
CITY OF FORT WAYNE, INDIANA
and
THE FORT WAYNE PROFESSIONAL FIRE FIGHTERS UNION, LOCAL 124

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
Agreement		1
Witnesseth		1
ARTICLE I	Union and City Relationship	1
ARTICLE II	Union Recognition	2
ARTICLE III	Jurisdiction	2
ARTICLE IV	Management Rights	3
ARTICLE V	Union Membership and Security	3
ARTICLE VI	Dues Deductions	4
ARTICLE VII	Discrimination	5
ARTICLE VIII	Union Leave	6
ARTICLE IX	Grievance and Arbitration Procedure	7
ARTICLE X	Hours of Work	10
ARTICLE XI	Exchange of Worktime	11
ARTICLE XII	Clothing Allowance	12
ARTICLE XIII	Vacations	12
ARTICLE XIV	Sick Leave	14
ARTICLE XV	Wage and Monetary Fringe Negotiations	15
ARTICLE XVI	Negotiations	15
ARTICLE XVII	Educational Allowance	15
ARTICLE XVIII	Assuming Duties of a Higher Rank	16
ARTICLE XIX	Insurance	16

AGREEMENT BETWEEN:

THE CITY OF FORT WAYNE, INDIANA

AND

THE FORT WAYNE PROFESSIONAL FIRE FIGHTERS UNION, LOCAL 124

INDEX

	<u>PAGE</u>	<u>ARTICLE</u>	<u>SECTION</u>
Assuming Duties of Higher Rank	16	XXVIII	--
Bargaining Unit Jurisdiction	2	III	--
Bid Procedure			
Definition	23	XXIV	1
Procedure	23	XXIV	2
Bill of Rights			
Citizen Complaints	20	XX	12
Citizen Rights	17	XX	6
Demotion	17	XX	8
Disciplinary Action	18	XX	9
Discipline/Assignment	20	XX	14
Interview/Questioning	18	XX	9a-9h
Liability Suits	17	XX	4
Officers/Reports	17	XX	1
Personnel File	19	XX	10-11
Political Activity	20	XX	15
Polygraph/Voice Inflection	17	XX	7
Privacy	20	XX	16
Private Property	20	XX	13
Union Representation	17	XX	2-3
Bulletin Board	28	XXVIII	--
Bump System	26	XXV	--
Clothing Allowance	12	XII	--
Citizen Complaint	20	XX	12
Civil Rights - 1964	5	VII	1
Discrimination -	5	VII	1
Union Representation			
Discrimination - Race, etc.	5	VII	2
Dues Deduction	4	VI	1-2
Duration of Contract	30	XXXIV	--
Educational Allowance	15	XVII	--
Exchange of Work Time	11	XI	1-2
General Provisions	27	XXVII	1-6

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
ARTICLE XX	Bill of Rights	16
ARTICLE XXI	Department Seniority	21
ARTICLE XXII	Out of Department Transfers	22
ARTICLE XXIII	Holidays and Personal Days	23
ARTICLE XXIV	Station Bid	23
ARTICLE XXV	Bump System	26
ARTICLE XXVI	Rules and Regulations	27
ARTICLE XXVII	General Provisions	27
ARTICLE XXVIII	Bulletin Boards	28
ARTICLE XXIX	Safety	28
ARTICLE XXX	Prevailing Rights	29
ARTICLE XXXI	Savings Clause	29
ARTICLE XXXII	Binding Agreement	29
ARTICLE XXXIII	Fire Fighters Hired after January 1, 1982	30
ARTICLE XXXIV	Duration and Change	30

Union Leave	6	VIII	1-3
Union Recognition	2	II	--
Union Security and Membership	3	V	1-2

Grievance			
Arbitration	9	IX	--
Defined	7	IX	--
Reduced to Writing	8	IX	--
Time Limits	10	IX	--
Holiday Pay	23	XXIII	2
Holiday Schedule	22	XXIII	1
Hospitalization Insurance	16	XIX	2
Hours of Work			
Basic Work Week	10	X	1a-1c
Overtime	11	X	2
Life Insurance	16	XIX	1
Negotiations	15	XVI	--
Negotiations - Wage	15	XV	--
New Fire Fighters (hired after 1/1/82)	30	XXXIII	--
Overtime	11	X	2
Personal Time	23	XXIII	3
Rights - Management	3	IV	--
Rights - Prevailing	29	XXX	--
Rules and Regulations	27	XXVI	--
Safety	28	XXIX	--
Savings Clause	29	XXXI	--
Seniority			
Definition	21	XXI	1
List	21	XXI	2
Probationary Employee	22	XXI	3
Termination	22	XXI	4
Sick Leave	14	XIV	a-f
Transfers - Out	22	XXII	a,b
Union and City Relationship	1	I	--
Union Jurisdiction	2	III	--

ARTICLE II

UNION RECOGNITION

The City hereby recognizes that the Union represents a majority of the Fire Fighters of the City of Fort Wayne. The City, therefore, recognizes the Union as the sole and exclusive bargaining agent for members of the bargaining unit (as defined in Article III, herein) of the City of Fort Wayne in matters pertaining to rate of pay, wages, hours of employment of said employees, working conditions, and other conditions of employment of said employees, and further agrees to bargain with no other such agent for said employees.

ARTICLE III

JURISDICTION

The bargaining unit shall be as follows: All Fire Fighters covered by the Indiana Burns Statute Pension Acts of 1937 and 1977, who are permanent and paid employees of the City of Fort Wayne wherever assigned to duty, but the following shall not be covered by this Agreement:

- (a) Chief
- (b) Assistant Chief
- (c) Deputy Chiefs
- (d) Labor Relations Person
- (e) P.I.O. Officer

AGREEMENT

This Agreement is entered into between the City of Fort Wayne, Indiana (hereinafter referred to as the "CITY"), the Fort Wayne Fire Department (hereinafter referred to as the "DEPARTMENT"), and the Fort Wayne Professional Fire Fighters Union, Local 124, Professional Fire Fighters Union of Indiana, International Association of Fire Fighters, AFL-CIO, CLC (hereinafter referred to as the "UNION").

WITNESSETH

The members of the Fire Department of the City of Fort Wayne, Indiana, are engaged in providing an essential public service to the community which affects the health, safety, comfort and general well being of the citizens of said City; and the parties hereto expressly agree to be bound by the terms of this Agreement in consideration of the premises and mutual covenants herein set forth and in further consideration of the high and proper purposes, aims and intentions of the parties hereto; and in order to achieve such purposes, the parties agree as follows:

ARTICLE I

UNION AND CITY RELATIONSHIP

The Union and the City agree to cooperate fully for harmonious relations, good working conditions, fair, reasonable and impartial discipline.

Section 2. All employees who are hired subsequent to the effective date of this Agreement shall, as a condition of employment sign a statement of understanding and a release from liability against the City and the Union if said employee is discharged from employment under the Union Security Article. A sample of the Agreement for Payment of Union Dues for Representation Fees appears in Appendix A of this Agreement.

ARTICLE VI

DUES DEDUCTIONS

Section 1. The Employer will accept a signed dues deduction authorization, or agency fee deduction authorization by any member, active or retired, of the bargaining unit covered by this Agreement as equivalent to a continuing voucher by such member of the bargaining unit in the amount of monthly dues, or initiation fees or assessments, and insurance premiums as applicable, and service charges otherwise due to the Union.

Section 2. Deduction of union dues shall be made on the first payday of the month, following the month in which the authorization was received, and monthly thereafter on the first payday of the month. Deductions provided herein shall be remitted to the Treasurer of the Union no later than the twentieth (20th) day of the month in which the deductions were made and shall include all deductions made in that month. The Employer shall furnish, with the deductions remitted, an alphabetized listing of each employee for whom a deduction is made showing the exact amount of each respective deduction made.

ARTICLE IV

MANAGEMENT RIGHTS

The Union recognizes the authority of the City of Fort Wayne, Indiana to hire, discipline, transfer, promote, demote, suspend and discharge, assign work and the number of hours to be worked, including overtime work, to increase and decrease the work force, to establish standards and methods, transfer work or otherwise perform work in the Fire Department as required by the demands to maintain the efficiency of public operations as well as to direct the working force of the department.

The employer, in exercising the rights set forth herein, recognizes that certain express conditions of employment are set forth in this agreement which limit and restrict these defined employer rights. Therefore, the Employer agrees that in exercising the rights herein, nothing shall be construed, or applied, in any manner which negates, modifies or supersedes the rights of employees, or the Union, where such rights are expressly set forth in this Agreement.

ARTICLE V

UNION MEMBERSHIP AND SECURITY

Section 1. All employees who are hired and who complete their required twelve (12) months probationary period subsequent to the effective date of this Agreement shall, as a condition of continued employment, either join the Union and pay the monthly union dues and initiation fees, when required, or pay an agency fee equal to the amount of monthly union dues.

and subject to the grievance and arbitration provisions embodied in this Agreement.

ARTICLE VIII

UNION LEAVE

Section 1. One officer of the union as designated in writing shall be granted sufficient time as needed to conduct legitimate local union business, provided prior written request is received from the union and has been approved by the Chief or his designee. In emergency circumstances, when prior written notice cannot be given, the Union will give prior oral notice followed by written notice as soon as possible. These matters shall include, but not be limited to, contract interpretation, grievance matters and to further harmonious relationships between management, of the City of Fort Wayne, and the union.

Section 2. No deduction in wages shall be made against Union representatives in connection with legitimate collective bargaining business or grievance handling, including impasse procedures or for investigating potential grievances or problems which could prevent disruptions of harmonious relationships desired by both Management and the Union. The Union is entitled to a negotiating team of not more than five (5) members. Every effort shall be made to mutually agree to schedule meetings when the smallest number of members of the negotiating team shall be needed off.

Section 3. The City will recognize shift grievance representatives or their alternate representative designated by the

ARTICLE VII

DISCRIMINATION

Section 1. The City will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in or activity on behalf of, the Union. The City will not discriminate in respect to hire, tenure of employment or any term or condition of employment against any employee covered by this Agreement because of membership in, or activity on behalf of, the Union, nor will it discourage or attempt to discourage membership in the Union or attempt to encourage membership in another union.

Section 2. The City and the Union agree that it will not discriminate against any applicant for employment, or any present employee, in the payment of wages, assignment to jobs, seniority, promotion, demotions, training, transfers, layoff, recall, discipline, discharge, pension benefits, working hours, physical facilities, retirement age, insurance coverages, job classification, classified advertising, recruitment, testing, or any other term, condition or privilege of employment, because of race, color, religion, sex, national origin, political affiliation or activities, or occupationally irrelevant physical handicap, or the exercising of any rights under the grievance procedure, and protection from reprisal for lawful disclosure of information.

Section 3. The City further agrees that any violation of Title VII of the 1964 Civil Rights Act, as amended in 1979 as well as the Equal Pay Act of 1963, Executive Order 11246 as amended by 11375, will be deemed a violation of this Agreement

any matters governed by statutory provisions shall not be considered grievances and subject to the grievance procedure herein.

Step 1. The complaint of the employee shall be presented to the Fire Department Labor Relations Officer in writing within ten (10) calendar days following knowledge of the grievance or action. The Labor Relations Officer shall thereupon arrange a meeting with the aggrieved employee and/or any Union representative to help present his case. Said meeting shall be held not later than ten (10) calendar days after the Labor Relations Officer has received the written grievance. The Labor Relations Officer shall give his written answer within ten (10) calendar days after this meeting. Every effort shall be made by management to conduct all grievance meetings on a scheduled workday of the grieved employee between the hours of 8:00 a.m. and 5:00 p.m.

Step 2. If no satisfactory settlement is reached in Step 1, the grievance shall be advanced to Step 2 within ten (10) days, by the Union Representative, who will discuss the grievance with the Fire Chief or his representative. Within ten (10) days, the Fire Chief, or his representative shall give his written answer to the Union.

Step 3. In the event the grievance is unresolved in Step 2, it shall be delivered by the Union within ten (10) days to the Director of Personnel/Labor Relations. A meeting between the Director of Personnel/Labor Relations and the Chief of the Fire Department, or their designated representatives and members of the Union Grievance Committee shall be held with

Union to the City in writing. Accredited representatives of the Union shall be chosen by the Union from its members who are in the bargaining unit. Union representatives shall be afforded such reasonable time as needed to carry out their grievance responsibilities. Any shift grievance representative who finds it necessary to leave his work station to transact legitimate grievance business may do so after notifying his Supervisor who, will release him in a reasonable amount of time. The representative will notify the Supervisor of the legitimate grievance business. The Union agrees to make every effort in the conduct of grievance matters to minimize interference with production and the orderly operation of the City, and further agrees that alternates will process grievances only in the absence of the shift representative. No deduction in wages shall be made against Union representatives for time spent in meetings with management.

ARTICLE IX

GRIEVANCE AND ARBITRATION PROCEDURE

Grievance Defined: Should any dispute or difference arise between the employer or their representative and the Union as to the meaning and application of any provision of this Agreement, practices, rules or General Orders of the Department, such dispute or difference (hereinafter referred to as grievance) shall be settled in accordance with the Grievance Procedure. Suspensions, dismissals, and reductions in grade are not grievable or arbitrable. It is specifically understood that

The Union and the City shall equally share the fees of the arbitrator, including any mutually agreed upon services relating to the arbitration proceedings.

Time Limitations. All time limits prescribed in Article IX may be extended by mutual agreement of the parties. Failure of the party charged to respond within the time limits shall constitute a basis for escalating the grievance to the next step. Failure of the aggrieved party to process the grievance to the next step within the time limits shall constitute a basis for the party charged to deny the grievance.

ARTICLE X

HOURS OF WORK

Section 1. Basic Work Week

- (a) The basic work week shall be 56.15 hours for all combat Fire Fighters.
- (b) The basic schedule for combat personnel shall be a 24/48 hour schedule, unless economic conditions dictate a change, at which time management and the union will negotiate the changes.
- (c) The basic work week shall be forty (40) hours per week for all members assigned to non-combat duties; exception shall be personnel in Fire Garage and Arson Division. These two divisions require on-call responsibilities without consideration for overtime pay or compensation. See job description for job responsibilities.

twelve (12) calendar days after delivery of the grievance. If not satisfactorily adjusted at this meeting, the Director of Labor Relations shall give his written answer within ten (10) calendar days of the meeting. Nothing in Step 3 shall prohibit the Fire Chief, or his designated representative from meeting with the Union representative and settling the grievance during this twelve day calendar period.

Step 4. Arbitration. If the above procedure has been followed and the parties are still unable to settle the grievance, the Union shall, within twenty-five (25) days following receipt of the City's third step answer, notify the City of the Union's intent to arbitrate the dispute. Upon receipt of such notification, the City and the Union shall submit a request for a list of arbitrators from the Federal Mediation and Conciliation Service. After receipt of the panel of arbitrators, the parties shall draw lots to determine who shall strike the first name from the list of seven arbitrators, then continue striking names on an alternate basis. The last remaining name shall be deemed the arbitrator by mutual consent of the parties.

The arbitrator shall not have the authority to alter, amend or change the terms or provisions of this Agreement. The answer of the arbitrator shall be in writing unless otherwise agreed on by both parties. The arbitrators decision shall be final and binding on the parties, and in the event either party shall fail or refuse to abide by the decision of the arbitrator, the offended party can bring an action in the appropriate court. The court in its discretion, will award the prevailing party reasonable attorney fees in addition to any other relief adjudged.

Fighter contracted to work reports for duty, his contract obligations are fulfilled.

Section 2. All Fire Fighters in the Combat Division shall be allowed time necessary for travel from one station to another, after being properly relieved (up to one half ($\frac{1}{2}$) hour when changing shifts. Any Fire Fighter being held over because of the above shall not be compensated the first half hour of the shift.

ARTICLE XII

CLOTHING ALLOWANCE

Clothing allowance in the amount of five hundred (\$500) dollars per year shall be paid each member of the bargaining unit. Payment shall be on or before the following times and in the following amounts:

31st day of May	\$250.00
30th day of November	\$250.00

ARTICLE XIII

VACATIONS

Section 1. Vacations shall be on-duty days chosen by seniority draw under the present policy, commencing at the end of the probationary year. Probationary Fire Fighters shall not be eligible to draw for calendar year vacations until the first draw after their probationary period.

Section 2. Overtime:

- (a) At any time it becomes necessary to hold over or call in an employee, said employee shall be paid back at the rate of one and one half (1½) times the hourly rate for each one-tenth hour or partial one tenth hour worked. Overtime earned shall be paid on the next regular pay check covering that pay period, listed in the overtime space on the paycheck stub.
- (b) An employee who is called back to work after he has been released from his regular days work shall be paid either for the actual time worked at the applicable overtime rate or three hours at straight time, whichever is greater. Time shall start when employee reports for duty.
- (c) Regular Officers Meetings, whether called by the Fire Chief, his designee, or the Senior Captains shall not be subject to overtime.
- (d) The employer agrees to maintain records of all overtime work by shift and classification, and to the maximum extent possible distribute overtime equally among employees within a classification.

ARTICLE XI

EXCHANGE OF WORKTIME

Section 1. All Fire Fighters shall be allowed to exchange working time subject to present practices. Once the Fire

ARTICLE XIV

SICK LEAVE

Any member of the bargaining unit who may be hurt, injured or sick shall have relief supplied by the City for a period of not more than one year. The following regulations are agreed to by the City and Union:

(a) Each member will be responsible for reporting their inability to report for duty, prior to their normal starting time, to their supervisor.

(b) At the time of said reporting, each member will give a brief description of why they are unable to report as scheduled, the name of the attending physician, and the estimated date of return to work.

(c) Anytime a member is able to return at their normal duty hour, they shall provide a medical return to work form provided by their physician.

(d) The Department may send a member to the City physician at any time at the Department's expense.

(e) The Department may require the member's attending physician to certify ability to perform in the member's job classification.

(f) Light duty assignments shall be made only after receiving certification as to the member's ability to perform said duty, from their attending and/or City physician. Said light duty shall consist only of functions presently performed by fully paid members of the Fort Wayne Fire Department. Nothing in Section F shall restrict the member from any activity on their off-duty time, including, but not limited to,

Section 2. Vacation Schedules:

Present procedure, 40 hour personnel:

- (a) Less than 5 years -----4 weeks (22 days)
- (b) 5 years to 19 years -----5 weeks (25 days)
- (c) 20 years to 24 years -----6 weeks (6 additional,
or 31 days)
- (d) 25 years & up -----7 weeks (6 more days,
or 37 days)

Present procedure, Combat personnel:

- (a) Less than four years -----10 working days
- (b) 5 to 19 years -----11 working days
- (c) 20 to 24 years -----13 working days
- (d) 25 years & up -----16 working days

Section 3. Fire Fighters hired after January 1, 1982,
will have the following vacation schedule:

Combat Personnel:

- (a) 1 to 3 years -----3 working days
- (b) 4 to 5 years -----5 working days
- (c) 6 to 10 years -----7 working days
- (d) 10 years or more -----Combat (b), (c), and
(d) above, Section 2.

40 Hour Personnel:

- (a) 1 to 3 years -----5 working days
- (b) 4 to 5 years -----10 working days
- (c) 6 to 10 years -----15 working days
- (d) 10 years or more -----40 Hour Personnel
(b), (c) and (d) above.
Section 2.

ARTICLE XVIII

ASSUMING DUTIES OF A HIGHER RANK

Any time a member of the bargaining unit who is not an officer is required to assume duties outside his regular assigned duties, of a higher rank, he shall be compensated at the normal hourly rate of a Lieutenant. Payment shall begin with the first day or partial day worked and continue through the last day or partial day worked. There shall be one hour minimums in even hour increments.

ARTICLE XIX

INSURANCE

Section 1. Life insurance for members of the bargaining unit shall be provided in the amount of \$15,000 double indemnity for the cost of \$1.20 per employee per year.

Section 2. Hospitalization insurance presently in effect shall remain for the life of the contract, until the City upgrades the present insurance coverage.

ARTICLE XX

BILL OF RIGHTS

This Article is known and may be cited as the Fire Fighters Procedural Bill of Rights. These rules shall be for the government of the Fort Wayne Fire Department and shall be the internal personnel policies. For purposes of this Article, the term Fire Fighter includes all member of the bargaining unit, on full time active duty, as defined in Article III, herein. Here below are listed and defined their Rights, to Wit:

work for any other employer, if the employee is functioning on light duty with the Department. If light duty functions are not available, said employee shall not be restricted in off-duty employment.

ARTICLE XV

WAGE AND MONETARY FRINGE NEGOTIATIONS

The City and Union agree to commence negotiations for wages and monetary fringe benefits within the first week of April each year.

ARTICLE XVI

NEGOTIATIONS

After an agreement has been reached between the Union and the City's negotiating committees pertaining to wages, working conditions, and fringe benefits, the City shall not thereafter alter or change such agreement in presenting the City's budget to City Council.

ARTICLE XVII

EDUCATIONAL ALLOWANCE

Monies gained for educational allowances in the form of tuition reimbursement, as a result of the collective bargaining process, shall be granted members of the bargaining unit after proper application over those persons specifically exempt in Article III.

9. When, for any reason, any Fire Fighter is under investigation by his Superior Officer, or any other duly assigned member of a Fire Command, which could lead to disciplinary action, demotion, dismissal, transfer of administrative charges, and to insure that such investigations are conducted in a manner conducive to public confidence, good order and discipline, meanwhile observing and protecting the individual rights of each Fire Fighter, the following rules of procedure are hereby established:

(a) The interview or questioning shall be conducted at a reasonable time when the unit member is on duty and during normal waking hours for the unit member, unless the Fire Chief determines that the seriousness of the investigation requires otherwise. The interview or questioning shall be completed as soon as possible. Time shall be provided for personal necessities, meals, telephone calls not related to the investigation, and rest periods.

(b) The unit member being interviewed or questioned shall be informed at least 72 hours prior to such interview or questioning of the rank, name and command of the officer in charge of the questioning.

(c) The unit member shall be informed of the nature of the investigation, of whether he is a witness or the object of the investigation, and of any charges against him at least 72 hours prior to any questioning.

(d) The interview or questioning session shall be for a reasonable period of time, not to exceed four (4) hours.

1. All Officers shall promptly prepare and file all official reports required by the Fort Wayne Fire Department Rules and Regulations and/or General Orders, and nothing herein shall exempt any Officer from the duty to make such reports.
2. Unit members shall have the right to Union representation during interview or questioning for any matter concerning his activities.
3. Unit members shall have the right to Union representation selected by the Union, during any interview or hearing on complaints that are heard by civilian or Board of Safety review board.
4. Unit members shall receive public assistance in regard to any job related civil or liability suits at law in accordance with General Ordinance No. G-30-75, 29 December 1975.
5. Unit members shall be given 72 hours written notice before any disciplinary action or hearing that might lead to disciplinary action.
6. Unit members shall not receive any discipline for exercising their rights as a citizen guaranteed by the Constitution of the United States and the State of Indiana.
7. Unit members shall not be required to undergo polygraph or voice inflection testing at any time.
8. Unit members shall not be demoted, except for just cause and after appropriate hearing and determination by the Board of Safety; provided, however, that demotions caused by implementation of a bona fide merit system shall be deemed to be for just cause.

11. A unit member shall have ten (10) days within which to file a written response to any adverse comment entered in his personnel file. Such written response shall be attached to, and shall accompany the adverse comment. Any dispute over the validity of any comment placed in the personnel file shall be subject to the grievance procedure embodied herein.

12. Before the interview of any unit member as a result of a complaint by a citizen, that citizen shall be required to sign a statement clearly stating the allegation, a copy of which shall be provided seventy-two (72) hours prior to the time said unit member is directed to report for interviewing or questioning.

13. No unit member shall be required or requested for purposes of job assignment or other personnel action to disclose any item of his property, income, assets, source of income, debts, or personal or domestic expenditures (including those of any member of his family or household) unless, such information is obtained under proper legal procedures.

14. No unit member shall be given an unnatural, artificial or make work assignment for the purpose of discipline or punishment.

15. Except as otherwise provided by law, no unit member shall be prohibited from engaging or be coerced or required to engage in political activity.

16. No unit member shall have his locker, desk, or other space for storage that may be assigned him, searched unless a valid search warrant has been obtained.

(e) The unit member under investigation shall not be subjected to offensive language or threatened in any manner whatsoever.

(f) The unit member shall not be subjected to visits by the press or news media without his express consent, nor shall his home address or photograph be given to anyone without his express consent.

(g) The complete interview of a unit member may be recorded. If a tape recording is made of the interview, the unit member shall be given a copy of that tape or a copy of the transcript as soon as possible. The unit member shall be entitled to a transcribed copy of any notes made by a stenographer or to any reports made by investigators. This does not preclude the unit member from recording the interview on his own tape recorder.

(h) If the unit member is likely to be placed under arrest as a result of the investigation, he shall be completely informed of all his rights prior to the commencement of the interrogation.

10. No unit members shall have any comment adverse to his interests entered in his personnel file, without his having first read the instrument containing the adverse comment indicating he is aware that such comment is being placed in his file or other place of recordation of such comments, except that such entry may be made if, after reading such instrument containing any adverse comment the unit member refused to sign it. A witness shall thereafter note that such unit member was presented with the opportunity to read and sign such instrument and refused to do so.

Section 3. Probationary Employee Defined: All new employees shall be considered probationary employees for twelve (12) months from their last date of hire. Probationary employees shall be excluded from all terms and conditions of this Agreement unless otherwise provided by State Law.

Section 4. Termination of Seniority: An employee shall be considered terminated and his seniority broken when he: (a) quits, or (b) is discharged for just cause.

ARTICLE XXII

OUT OF DEPARTMENT TRANSFERS

(a) No individual or group of individuals shall be transferred out of the Fire Department, unless mutually agreed upon, by the City and the Union, to any department not directly related to Fire Fighting, Fire Apparatus Repair, Fire Communication, Fire Alarm System Repair, Fire Training, and Fire Prevention.

(b) Disqualifications: Any unit member who is transferred within the guide lines established and answering all requirements for the job transferred to, and who within six (6) months, is determined not to have the ability to perform such job shall be advised of the specific reasons resulting in the disqualifications. The disqualified member shall have the right to return to his previous job and pay without prejudice.

ARTICLE XXI

DEPARTMENT SENIORITY

Section 1. Definition: Seniority, as defined in this Article means the total length of continuous employment within the Fire Department. For purpose of lay-off, the person with the least seniority shall be the first person laid off. If more than one person was hired on the same date, seniority shall be determined by chance draw of the cards, with Social Security numbers used to rank those members for the draw of cards. The total social security number is used with the lowest number considered first. Once a position has been established, that position shall be held thereafter. Recall after lay-off shall be by seniority. Date of hire shall determine seniority for those members previously assigned to Communications Department and/or Traffic Engineering/Signal Department. The Union agrees Management reserves the right to transfer Fire Pension Personnel from the Communications and Traffic Engineering Departments to the Fire Department to whatever positions as deemed appropriate by the Fire Chief. Each person shall draw his own card for seniority. In the event the person cannot be there, an alternate shall be appointed to draw for him by the officer conducting the draw. Seniority draw shall be conducted on or before graduation from the Fire Academy.

Section 2. Seniority List: The City will furnish an updated department-wide seniority list by rank showing the name, date of employment and length of service, to be posted on a bulletin board in the Fire Department, and to be given to the union annually each November.

houses as they fill to ensure shift equality. Once the bids have been completed, those jobs shall be held until a job opening occurs. To allow the Fire Chief flexibility for the placement of probationary Fire Fighters, for training, the following availability of bids per engine house, per shift are listed:

Engine house #1	3 Open
Engine house #2	1 Open
Engine house #9	1 Open
Engine house #11	1 Open
Engine house #13	1 Open

Hereafter are listed the rules governing Station Bids:

1. Station jobs up for bid shall be filled by the applicant with the highest seniority.

2. The posting will name the assignment and the date of the bid posting and closing. Bids will remain open eighteen (18) calendar days.

3. Each Fire Fighter may successfully bid on one (1) job per year, but after having successfully bid, shall remain for one (1) year in that job.

4. Unsuccessful bids or assignments will not be counted against the member's number of bids per calendar year.

5. A Fire Fighter may bid on more than one job, but not more than two (2) jobs simultaneously.

6. Upon an opening after two (2) unsuccessful division wide bids, the more junior Fire Fighter shall be required to fill the opening.

ARTICLE XXIII

HOLIDAYS AND PERSONAL DAYS

Section 1. Schedule: The following fourteen (14) holidays shall be holidays for members of the bargaining unit: New Year's Day, Presidents' Day, Good Friday, Primary Election Day, Memorial Day, Independence Day, Labor Day, General Election Day, Veterans' Day, Thanksgiving Day, and the Day after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day. The holiday schedule shall be in effect January 1, 1982.

Section 2. Holiday pay shall be paid to all members of the Combat Division at the rate of 1/3 of a first class Fire Fighter day's pay whether on duty or not.

Section 3. One personal day shall be granted to members of the bargaining unit for urgent or unforeseen matters. The member shall advise his supervising officer in advance of such absence and the day shall be granted providing the minimum number of personnel needed for the operation of the department is maintained.

ARTICLE XXIV

STATION BID

Section 1. Definition: Station bid as defined in this Article shall mean that non-ranking combat Fire Fighters shall have the right to bid for the station that they would most like to serve. Department seniority shall prevail in bidding for job openings within the Department.

Section 2. Procedures: The Fire Chief or his designated representative shall record all bids and observe the engine

11. Jobs successfully bid will be filled within twenty (20) days.

12. A Fire Fighter shall not be eligible to exercise seniority for preferred job openings, in the Combat Division, until he has worked in said division for a period of twelve (12) months minimum.

13. Job openings shall be either posted for bid or removed from contention within fourteen (14) days from vacancies.

14. Temporary assignments shall not be used to avoid the bid system.

15. Nothing in this Agreement shall prevent management from creating new job classifications or extending or decreasing existing job classifications provided each new job classification is posted for bid in accordance with the bidding procedures described herein.

ARTICLE XXV

BUMP SYSTEM

In the event it becomes necessary to close an engine house, put a manned piece of apparatus out of service, or removal from rank, those unit members affected shall be afforded the right to exercise their seniority and bump into existing jobs. Those persons displaced by being bumped shall then exercise their seniority rights for jobs. No assignment held by union officials shall be subject to the bump system.

7. Bids must be posted on all Fire Department bulletin boards for eighteen (18) calendar days. Persons to accept bids will be the Fire Chief or his designee in the Fire Department office. Fire Fighters must bid for jobs on forms from the District Chief in person, by signature, and will receive a receipt to show that he has placed a bid. The Fire Fighter will retain the original and the person issuing the receipt will forward the copy along with the bid, at the time the bids close, to the Fire Chief or his designee. A Fire Fighter may remove his name from the bid by appearing in person to the District Chief during working hours, with his receipt, during the eighteen (18) calendar days while the bid is still open.

8. The Fire Chief or his designee shall have the authority to fill existing vacancies within a division until the bid process has been completed.

9. Temporary job openings are defined as those resulting from an on-duty sickness or injury that will have a duration of thirty (30) days, but not more than one (1) year. These temporary job openings may be filled at the Fire Chief's discretion, from the engine house of his choice, by seniority. The more senior member of that house shall have the right to refuse temporary openings, thus causing the qualified junior Fire Fighter to be the assignee.

10. If the temporary job opening becomes terminated because of death, retirement, voluntary quit or end of time limit, that job shall be posted for bid in the manner described above.

5. No unit member shall be required to perform construction maintenance to any City owned or operated property or grounds. In the event any person or persons volunteer to perform the above mentioned work they shall be allowed to do so.

6. No Class A pump, or engine, shall be required to respond with fewer than three combat Fire Fighters including an officer on board.

ARTICLE XXVIII

BULLETIN BOARDS

The City shall provide space for sealed bulletin boards for use by the Union, which are to be located in areas where unit members normally work.

ARTICLE XXIX

SAFETY

The City and the Union agree to establish a committee of equal members for the purpose of investigation, study and recommendation on all matters pertaining to safety within the work environment (i.e. protective turn-out gear, clothing, departmental structures and equipment). All findings and recommendations of this committee shall be forwarded in writing to the Fire Chief with a copy to the Board of Safety and the Union. Recommendations shall first be presented to the unit members at an appropriate meeting.

ARTICLE XXVI

RULES AND REGULATIONS

The Union agrees that all of its members will comply with all Department rules and regulations, including those relating to conduct and work performances as long as those rules and regulations do not conflict with the provisions of this Agreement. The City agrees that Departmental rules and regulations which affect the working conditions and performance shall be subject to the grievance procedure.

ARTICLE XXVII

GENERAL PROVISIONS

1. Whenever the male gender is used in this Agreement, it shall include the female gender where applicable.

2. Employees shall be assigned to work at one specific location. Subsequent to reporting, the Department will be responsible for providing transportation from the reporting site to the scene of an emergency. If an individual is transferred after reporting to his initial job site and does not have transportation, the department shall provide such.

3. This Agreement shall be printed in booklet form at the expense equally of the Union and the City and distributed to each member of the bargaining unit.

4. No combat member shall be required to perform any outside duties not dispatched as emergency through the normal run procedures established by the Department when the outside temperature is 10 degrees Fahrenheit or less, or 91 degrees Fahrenheit or greater. The National Weather Bureau at Baer Field shall be used to establish temperatures.

ARTICLE XXXIII

FIRE FIGHTERS HIRED AFTER JANUARY 1, 1982

All new Fire Fighters hired after January 1, 1982 shall be paid twenty percent (20%) less than the basic first class Fire Fighter for the first year, ten percent (10%) less the second year and five percent (5%) less for the third year. This shall be in effect for the life of the contract.

ARTICLE XXXIV

DURATION AND CHANGE

This Agreement shall become effective at 12:00 midnight November 16, 1981 and shall remain in full force and effect until 12:00 midnight November 16, 1984 and from year to year thereafter unless either party in the year 1984 shall, no more than ninety (90) and at least sixty (60) days prior to the anniversary date hereof, notify the other party of a desire to amend or terminate this agreement. In the event any notice is given under the provisions of the above, the parties shall meet no later than fifteen (15) days after receipt of notice.

No agreement, waiver, alteration, understanding, variation, or modification of any terms or conditions contained herein shall be made by an employee or group of employees, with the Employer, and in no case shall it be binding upon the parties hereto, unless such Agreement is made and executed in writing between the parties.

ARTICLE XXX

PREVAILING RIGHTS

All rights, privileges and working conditions enjoyed by the unit members at the present time, which are not included in this Agreement shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by direct order of the Fire Chief. However, prior to such changes being made, the Fire Chief shall give fourteen (14) calendar days written notice of such change to the Union, setting forth the circumstances which necessitate the change. Upon receipt of such notice, the Union shall have the right to meet with the Fire Chief to discuss any objection to the change. Where responsible objections are made by the Union, the Fire Chief shall make every effort to satisfy such objections.

ARTICLE XXXI

SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE XXXII

BINDING AGREEMENT

This Agreement shall be binding upon the successors and assigns of all of the parties hereto.

APPENDIX A

AGREEMENT FOR PAYMENT OF UNION DUES FOR REPRESENTATION FEES

This Agreement is made on _____, 19____, by and between the City of Fort Wayne, Indiana and the Board of Public Safety Commissioners of said City, hereinafter referred to as the "Employer," and _____, hereinafter referred to as the "Employee." This Agreement between the Employer and Employee is made in compliance with the terms of the Agreement between the City of Fort Wayne and the Fort Wayne Professional Fire Fighters Union, Local #124, hereinafter referred to as "Union," dated _____.

The Employee has made an application to the Employer to become a member of the Fort Wayne, Indiana Fire Department, and the Employer hereby accepts the application and agrees to employ the Employee as a Fire Fighter.

The Employee acknowledges that employment in the Fort Wayne, Indiana Fire Department is subject to the terms of the labor agreement between the Employer and the Union and that the Employer is required by Fort Wayne, Indiana Special Ordinance No. S-156-78 to recognize exclusive representatives of Fire Fighters in bargaining units defined in said Ordinance. The Employee acknowledges that, pursuant to said Ordinance, the Employer has recognized the Union as the sole and exclusive representative for certain employees in the Fire Department and the Employer has entered into a labor agreement with the Union containing a union security provision which requires that employees hired after the effective date of the aforementioned

RESPECTFULLY SUBMITTED,
FOR THE FORT WAYNE PROFESSIONAL
FIRE FIGHTERS UNION, LOCAL 124:

Gordon Anthony, President

Robert W. Barnes
Robert Barnes, Vice President

Gary Wyner
Gary Wyner, Secretary

David Fyock
David Fyock, Treasurer

Henry Victor Rigsby, Jr.
Henry Victor Rigsby, Jr.
Bargaining Committee Member

Dated: 11-22-1961

FOR THE CITY OF FORT WAYNE:

Win C. Moses, Jr.
Mayor Win C. Moses, Jr.

Nick Palermo
Nick Palermo, Chairman
Board of Safety

Anthony J. Myers
Anthony J. Myers, Fire Chief

James M. Huntine
James M. Huntine, Director
Personnel/Labor Relations

Connie L. Reed
Connie L. Reed, Associate
Director Personnel/Labor
Relations

V. Dean Chandler
V. Dean Chandler, Payroll
Supervisor/Personnel Consultant



labor agreement shall, as a condition of continued employment, either join the union and pay monthly union dues and initiation fees or pay an agency fee equal to the amount of the monthly union dues. The Employee acknowledges, pursuant to said labor agreement, the Employee has read and understands Article V.

The Employee agrees, in consideration of the acceptance and continued employment by the Employer of the Employee as a fire fighter, to abide by the Union Security Provision of the agreement between the Employer and the Union, and pay all union dues, initiation fees or agency fees equal to the union dues.

The Employee agrees that the payment of said dues or fees shall be a condition of employment and continued employment, and upon the Employee's failure to abide by the aforementioned agreement, if such failure remains uncorrected for a period of thirty (30) days after written notice from the Employer or from the Union to the Employee, the Employee shall be discharged from employment and the employment terminated.

The Employee hereby releases the City and the Union from all claims, damages and liability that may result from a termination for non-payment of union dues, initiation fees and agency fees.

CITY OF FORT WAYNE, INDIANA:

EMPLOYEE:

BY: _____

THE BOARD OF COMMISSIONERS
OF PUBLIC SAFETY:

BY: _____





Revised by mutual agreement
6/20/83

The City of Fort Wayne

LETTER OF AGREEMENT

BETWEEN

CITY OF FORT WAYNE, INDIANA

AND

INTERNATIONAL ASSOCIATION OF MACHINISTS
and AEROSPACE WORKERS, LOCAL 2569

Pursuant to provisions of Addendum B of the Agreement between the City of Fort Wayne, Indiana and the International Association of Machinists and Aerospace Workers, Local 2569, the following items have been executed and constitute modifications to that agreement commencing January, 1, 1984 and continuing through the life of the agreement:

- 1) The following IAM & AW represented positions in Civil City of Fort Wayne, City Utilities of Fort Wayne and all related operations, having been evaluated by a panel consisting of both Union and Management representatives, will be fixed at the following labor grades as of the implementation date of this letter of agreement:

DEPARTMENT	TITLE	LABOR GRADE
Street Light Engineer	Engineer (Design)	13
	Junior Engineer	12
	Secretary VII	7
	Technical Aide	7
	Groundman	6
	Journeyman Electrician	10
Street Light Warehouse	Materials Control/Office Supervisor	12
	Maintenance Electrician	11
	Operator/Repair Person	9
	Materials Control/Storeroom Keeper Assistant	11
	Stockman Assistant & Night Patrol	7
	Investigative Water Coordinator	13
Water Engineering	Junior Engineer	12

An Equal Opportunity Employer

One Main Street, Fort Wayne, Indiana 46802

DEPARTMENT	TITLE	LABOR GRADE
Water Engineering (cont.)	Secretary VII	7
WPC Engineering	Project Engineer	14
	Engineer	13
	Junior Engineer	12
	Project Technician	11
	Secretary VII	7
	Secretary V	5
WPC Plant	Chemist	14
	Assistant Chemist	12
	Technician	12
	Inspector-Electrical/ Mechanical	11
	Office Manager	9
	Secretary VI	6
	Clerk-Typist II	2
	Assistant Technician	10
C.U. Garage	Senior Mechanic	10
	Stockroom Keeper	8
	Mechanic (Journeyman Mechanic)	9
	Mechanics Helper	5
	Wash & Gas Person	2
	Clerk-Typist III	3
Transportation	Administrative Secretary	8
Technical Services	Survey Division Chief	14
	Inspection Div. Chief	14
	Drafting Division Chief	14
	Working Leader	13
	Cost Accountant	12
	Survey Party Chief	13
	Survey Pary Chief "B"	12
	Inspector "A"	12
	Drafting Technician "A"	11
	Right-of-Way Inspector	12
	Survey Technician "A"	11
	Instrument Technician	9
	Inspector "B"	10

DEPARTMENT	TITLE	LABOR GRADE
Technical Services (cont.)	Reproduction Machine Operator	8
	Drafting Technician "B"	9
	Survey Technician "B"	8
	Inspector "C"	7
	Information Processing Operator	8
	Administrative Secretary	8
Controller's Office	Financial Accountant	11
	Barrett Law Accountant	10
	Accountant/Bank Reconciliation	9
	Bookkeeping-Data Entry	8
	Accounting Clerk	8
Metro Human Relations	Intake/Investigator	9
	Secretary VI	6
	Commission Clerk	4
	Fair Housing Analyst/Investigator	8
City Clerks Office	Secretary V	5
	Teller	5
Board of Works	Secretary VI	6
C.D. & P.	Planner II	14
	Planner I	12
	Land Use Specialist	12
	Zoning Enforcement Officer	12
	Assistant Zoning Enforcement Officer	10
	Administrative Secretary	8
	Urban Designer II	14
	Urban Designer I	12
	Drafting Technician	8
	Secretary VII	7
	Secretary VI	6
	Receptionist/Typist	4
C.D. & P. HANDS	Rehabilitation Technician	11
	Assistant Department Accountant	10
	Loan Officer	10

DEPARTMENT	TITLE	LABOR GRADE
C.D. & P. HANDS (cont.)	Assistant Relocation Spec.	9
	Housing Counselor	10
	Financial Secretary	7
	Secretary VII	7
	Secretary IV	4
	Program Development Asst.	10
Street Engineering	Design Engineer	14
	Project Engineer	14
	Engineer	13
	Land Acquisition Agent	13
	Administrative Secretary	8
Police Civilians	Journeyman Mechanic	9
	Secretary VII	7
	Mechanic's Helper (Mechanic)	7
	Clerk Typist/Computer Input	7
	Secretary IV	4
	Clerk Typist IV	4
	Secretary VI	6
Fire Civilians	Senior Mechanic	10
	Secretary VI	6
	Secretary V	5
Communications	Dispatcher	11
Traffic Engineering	Engineer (Traffic Design)	13
	Signal Electrician	11
	Junior Engineer	12
	Data Processing Technician	9
	Painter First Class	9
	Administrative Secretary	8
	Secretary VI	6
	Clerk Bookkeeper	8
	Complaint Officer	11
	Education Specialist	11
Animal Control	Officer/Animal Control	10
	Utility Person/Bookkeeper	9
	Animal Care Specialist	6
	Clerk-Dispatcher	6
	Clerk-Typist III	3

DEPARTMENT	TITLE	LABOR GRADE
E.M.S.	Secretary V	5
Park Department	Receptionist/Bookkeeper	6
	Secretary VI	6
	Accounts Payable Specialist	6
	Accounts Receivable Specialist	6
	Secretary VI	6
	Administrative Secretary Sr. Citizen's Center	8
	Secretary VII, Zoo	7
Redevelopment	Project Technician	11
Parking Administration	Parking Control Officer I	9
	Working Leader	8
	Parking Control Officer II	8
	Administrative Secretary	8
	Parking Control Officer III	5
	Utility Person	4
	Attendant	3
CETA	Contract Management Clerk	7
	Cost Accountant	11
	Officer Manager Fort Wayne Operations	8
	Records Clerk	9
	Records Clerk Aide	5
	Intake Program Specialist	11
	Forms Specialist	7
	Administrative Secretary	8
	Secretary VI	6
	Office Clerk	6
	General Maintenance	4
	MIS Clerk	7
	Planner Evaluator	12
	Word Processing Coordinator	8
	Accounts Payable Specialist	6
	Property Control Clerk	10
	Payroll Clerk	7
	Contract Management Specialist	11
	Placement Specialist	13

DEPARTMENT	TITLE	LABOR GRADE
CETA (cont.)	Secretary V	5
	Receptionist	6
	Assessment Training Specialist	11
	Assistant Training Aide	6

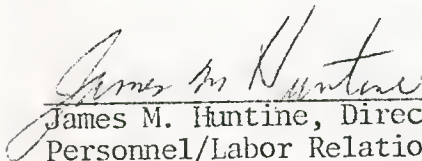
- 2) Base pay for EMT's shall be increased according to the scale below. The existing percentages of the appropriate base as outlined in Article XXIII, shall apply for the duration of the bargaining agreement.


	1984	1985
ALS	\$21,200	\$22,500
Paramedic BLS/ Student	\$17,900	\$19,000
BLS	\$16,650	\$17,650

- 3) Apprenticeship Agreements for federally approved programs will be executed prior to January 1, 1984 for the following positions;
- A) Traffic Signal Electrician Apprentice
 - B) Street Lighting Electrician Apprentice
 - C) Automotive Mechanic Apprentice
- 4) Pay adjustments for individuals in positions being upgraded will be to the next highest amount in the new labor grade, unless this would result in pay increases of 3% or less. In this situation, the increase will be made to the next higher step.
- 5) New positions created by the City or substantially modified will be re-evaluated by a joint panel in accordance with the City Evaluation Plan II.

For the City of Fort Wayne:

For International Association
of Machinists and Aerospace
Workers:


James M. Huntine, Director of
Personnel/Labor Relations


Fred E. Roberts, Directing Business
Representative

AGREEMENT BETWEEN

1984

Salary
Ordinance

Exhibit IV



CITY OF FORT WAYNE, INDIANA

and



THE INTERNATIONAL ASSOCIATION OF

MACHINISTS AND AEROSPACE WORKERS 2569



AGREEMENT BETWEEN
THE CITY OF FORT WAYNE
AND
THE INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
#2569

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	Preamble	1
	Witnesseth	1
I.	Purpose	1
II.	Recognition	2
III.	Coverage	3
IV.	Management Rights	4
V.	Union Security & Membership	5
VI.	Union Representation	8
VII.	Grievance and Arbitration	11
VIII.	Seniority	14
IX.	Transfers and Promotions	18
X.	Reduction and Restoration of Work Force	22
XI.	Unit Work Restrictions	23
XII.	Hours of Work	24
XIII.	Report-In-Time	27
XIV.	Call-In-Time	28
XV.	Vacations	28
XVI.	Paid Holidays	30
XVII.	Leave of Absence	31
XVIII.	Sick Leave	34
XIX.	Insurance	37

AGREEMENT BETWEEN
THE
CITY OF FORT WAYNE
AND THE
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS
#2569

AGREEMENT BETWEEN
THE CITY OF FORT WAYNE
AND
THE INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS ,
#2569

INDEX

<u>TITLE</u>	<u>PAGE</u>	<u>ARTICLE</u>	<u>SECTION</u>
Accidents Industrial	39	XXI	5
Addendum A - Conf. Emp.	103	--	--
Addendum B - Wage/Salary Agreement	107	--	--
Address of Employee	43	XXIV	10
Agreement	101	--	--
Bargaining Unit			
Employees Excluded	2	II	2
Members Covered	2	II	2
Bulletin Board	41	XXIII	1
Bumping Rights	21	IX	5
Call-in-Time	27	XIV	--
Collective Bargaining Purpose	1	I	1
Compensatory Time	49	XXVI	10, 11
Confidential Employees Addendum	103	--	--
Contract Coverage			
Applicable Provisions	5	III	2
Binding Upon City	3	III	1
Disciplinary Layoff and Discharge	10	VI	7
Discrimination	40	XXII	1-3

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
XX.	Pensions	37
XXI.	Safety, Health and Sanitation	38
XXII.	Discrimination	40
XXIII.	Bulletin Board	41
XXIV.	General Provisions	41
XXV.	Personal Time	45
XXVI.	Overtime and Compensatory Time Off	46
XXVII.	Wages and Progression	50
XXVIII.	Duration and Change	51
	Addendum A - Confidential Employees	103-106
	Addendum B - Wage/Salary Agreement	107-109

<u>TITLE</u>	<u>PAGE</u>	<u>ARTICLE</u>	<u>SECTION</u>
Job Bidding	19	IX	1
Job Content	50	XXVII	1
Job Disqualification	21	IX	6
Job Postings	18	IX	1
Job Vacancies	18-19	IX	1
Job Vacancies (Filled by Mutual Agreement)	20	IX	3
Jobs Relocated	20	IX	4
Jury Duty	33	XVII	4
Layoffs	22	X	1
Leaves of Absence			
Approval of	32	XVII	1
Extended Leaves	32	XVII	1
Funeral Leave	34	XVII	5
Medical Leaves	31	XVII	1
Military Leave	33	XVII	2
Personal Reasons	31	XVII	1
Reservist Duty	33	XVII	3
Sick Leave	34-36	XVIII	1-6
Lunch Periods	26	XII	7
Management			
Recognition of	4	IV	1
Rights of	4	IV	1
Negotiations			
Commencement of	51	XXVII	5
Night Shift Bonus	51	XXVII	4
Overtime	46-49	XXVI	1-11
Declining of	47	XXVI	4
Distribution of	47	XXVI	3
Exceptions	48	XXVI	7
Premium Pay	46	XXVI	2
Pensions	37	XX	--
Personal Days	45	XXV	1
Policies			
Establishment of	42	XXIV	2

<u>TITLE</u>	<u>PAGE</u>	<u>ARTICLE</u>	<u>SECTION</u>
Dues			
Deductions	5	V	1
Failure to Pay	6	V	1
Payment of	7	V	1
Time Limitations	7	V	1
Duration and Change of Agreement	51	XXVIII	1-3
Employee/Rights of	2	VI	4
Federal Laws			
Relation to Contract	43	XXIV	11
Funeral Leave	34	XVII	5
Grievance			
Defined	11	VII	1
Time Limitations	14	VII	4
Grievance Procedure	11-14	VII	3
Step 1 (oral)	12	VII	3
Step 2 (written)	12	VII	3
Step 3 (meeting)	12	VII	3
Step 4 (arbitration)	12-14	VII	3
Grievances			
Approved Time	8	VI	2
Committee	8	VI	2
International and Business Representative's Rights	9	VI	5
Withdrawal of Grievances	10	VI	6
Health Committee	38	XXI	1-2
Holidays			
During Vacation	30	XVI	2
Eligibility	31	XVI	4
Holidays Worked	31	XVI	5
Recognized Holidays	30	XVI	1
Sunday Holidays	30	XVI	3
Hours of Work	24	XII	--
Work Time	24-27	XII	1-11
Inclement Weather	42	XXIV	6
Insurance	37	XIX	
Job Awards	18	IX	1
Probationary Period	18	IX	1

<u>TITLE</u>	<u>PAGE</u>	<u>ARTICLE</u>	<u>SECTION</u>
Temporary Transfers	19	IX	2
Tools	42	XXIV	4
Travel Allowances	43	XXIV	8-9
Uniform Allowances			
Humane Shelter	39	XXI	3
Park Service Officers	39	XXI	3
Union	5	V	--
Membership	5	V	1
Recognition of	2	II	1
Unit Designation	2	II	2
Union Representation	8	VI	1
Committee	8	VI	1
Designated Representatives/ Rights of	10	VI	8
Vacation Pay	29	XV	3-4
Vacations:	28	XV	1-4
Employees Entitled to	28	XV	1-2
Vehicle Allowance	43	XXIV	8
Wages			
New Hires	50	XXVII	2
Promotion to Higher Labor Grade	50	XXVII	3
Addendum	107	--	--
Washroom Facilities	39	XXI	6
Work Curtailment			
Vacancies	21	IX	5

<u>TITLE</u>	<u>PAGE</u>	<u>ARTICLE</u>	<u>SECTION</u>
Political Involvement	44-45	XXIV	13-14
Probationary Employees	15	VIII	3
Recall	22	X	2
Report-in-Time	27	XIII	
Rest Periods	27	XII	11
Rules and Regulations	5	IV	2
Safety Committee	38	XXI	2
Safety Equipment	39	XXI	3
Safety Glasses	39	XXI	3
"Seniority" Administration of	15	VIII	4
"Seniority" Defined	14	VIII	1
"Seniority" Employee Defined	14	VIII	2
"Seniority" Termination of	16	VIII	5
Shift Preference	21	IX	7
Sick Time	34	XVIII	1-6
Accumulation of	34	XVIII	1
Employees who are injured while in duty status	35	XVIII	4
Sick Leave Abuse	36	XVIII	5
Sick Pay Upon Retirement	36	XVIII	6
Utilization of	35	XVIII	2
State Laws in Relation to Contract	43	XXIV	11
Stewards	9	VI	3
Subcontracting of Work	23	XI	1-3
Supervisors	42	XXIV	5
Temporary Assignment	19	IX	2

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
XIII.	Scheduling Officer	75
XIV.	Overtime Reduction Incentive Plan	77
XV.	Maintenance Incentive Plan	79
XVI.	Uniform Allowance	80
XVII.	Subcontracted Ambulance Services	80
XVIII.	Assignment of Partners	81
XIX.	Responsibility for Equipment and Supplies	83
XX.	EMS Hearing Committee	87
XXI.	Discipline and Termination	88
	a. Loss of State/Local Certification	88
	b. Performance Dangerous to Human Life	89
	c. Performance Indirectly Dangerous to Human Life	90
	d. Performance Adversely Affecting Revenues of the Department	91
	e. Performance Adversely Affecting the Overall Image of the Department	92
	f. Falsification of Information, Theft, Other Criminal Acts	92
	g. Performance Which Adversely Affects the Ability of the Department to Contain Costs	93
XXII.	Senior Paramedics	94
XXIII.	Compensation	96
	a. Shift Differential	97
	b. Holiday Pay	97
	c. Base Pay and Increments	97
	d. Extra Work and Overtime	98
	e. Reimbursement of ALS Paramedic Training Expenses for Persons who have already achieved Paramedic Status	99
	f. Future Raises	100
	Agreement (EMS)	101

ADDENDUM TO CITY OF FORT WAYNE/
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS FOR
EMERGENCY MEDICAL SERVICE PERSONNEL

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
I.	Productivity and Experimental Nature	53
a.	Personnel Cost per "Unit Hour"	55
b.	Personnel Cost per Billable Run	56
c.	Response Time Performance	56
d.	Clinical Excellence	57
e.	Non-emergency Transfer Service	57
f.	Professional Conduct and Courtesy	57
g.	Increased Responsibility and Accountability of Field Personnel	58
II.	Term of Agreement	59
III.	Provisions of IAM Master Contract Incorporated	59
IV.	Accumulated Comp Time Payoff	60
V.	Scheduling of Emergency Vehicle Coverage and Assignments of Shifts	63
a.	Shifts Available	63
b.	Vehicle Coverage and Post Assignments	64
c.	Shift Assignment	65
d.	Bid Process	66
e.	Extra Coverage, Long Distance Transfer Work	67
f.	On-call Status	68
VI.	Use of Significant Others	69
VII.	Non-Union Employees	70
VIII.	New Employees Hired	70
IX.	Overtime Pay	70
X.	Time Off Required	71
XI.	Vacation Time/Sick Leave Provisions	72
XII.	Unauthorized Absence	73

<u>TITLE</u>	<u>PAGE</u>	<u>ARTICLE</u>	<u>SECTION</u>
Personnel Cost Per "Unit Hour"	55	I	A
Personnel Cost Per "Billable Run"	55	I	A
Productivity and Experimental Nature	53	I	--
Professional Conduct and Courtesy	57	I	F
Response Time Performance	56	I	
Responsibility for Equipment and Supplies	83	XIX	--
Scheduling Officer	75	XIII	--
Scheduling/Shifts	63	V	A
Senior Paramedics	94	XXII	--
Subcontracted Ambulance Service	80	XVII	--
Time Off	71	X	--
Unauthorized Absence	73	XII	--
Uniform Allowance	80	XVI	--
Use of SO's	69	VI	--
Vacation/Sick Leave	72	XI	--

ADDENDUM TO THE CITY OF FORT WAYNE/
INTERNATIONAL ASSOCIATION OF MACHINISTS
MASTER CONTRACT
EMERGENCY MEDICAL SERVICES
PERSONNEL
1982

INDEX

<u>TITLE</u>	<u>PAGE</u>	<u>ARTICLE</u>	<u>SECTION</u>
Accumulated Time/Payoff	60	IV	--
Agreement Term	59	II	--
Assignment of Partners	81	XVIII	--
Bid Process	66	V	D
Clinical Performance	57	I	D
Comp. Time/Accum./Payoff	60	IV	--
Compensation	96	XXIII	A-F
Conduct/Revenue	91	XXI	D
Criminal Acts	92	XXI	F
Dangerous/Performance	89	XXI	B
Discipline and Termination	88	XXI	--
EMS Hearing Committee	87	XX	--
Extra Coverage	67	V	E
Increased Responsibility	58	I	G
Loss of Certification	88	XXI	A
Maintenance Incentive	79	XV	--
New Employees	70	VIII	--
Non-Emergency Transfer Service	57	I	E
Non-Union Employees	70	VII	--
On Call Status	68	V	F
Overtime Pay	70	IX	--

basis for the cooperative solution of industrial relations problems by responsible parties to the end, that a spirit of peace and cooperation be maintained.

ARTICLE II

RECOGNITION

Section 1. Recognition of Union: The employer hereby recognizes the Union as the exclusive representative of all employees as defined below notwithstanding all exclusions as listed for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, or other conditions of employment.

Section 2. Unit Designation: The following represents the bargaining unit: Including all service and maintenance, professional, technical, office and clerical employees of the Civil City, City Utilities and C.E.T.A. Administrative Staff; all service, maintenance, professional and Civilian employees of the Police and Fire Departments; all Park Security and clerical employees of the Park Department; and all employees who are enrollees under the Comprehensive Employment and Training Act, referred to throughout this Agreement as C.E.T.A. who qualify by virtue of their work in any of the above named areas.

Excluding those employees specifically covered by memorandums of oral understandings or Labor Agreements with the International Union of Operating Engineers, International Brotherhood of Teamsters Chauffeurs Helpers and Warehousemen, International Brotherhood of Firemen and Oilers, Office and

PREAMBLE

This Agreement is made and entered into on this 28th day of December, 1981, by and between the City of Fort Wayne, Indiana, hereafter referred to as the "Employer," and Local Lodge 2569, International Association of Machinists and Aerospace Workers, hereinafter referred to as the "Union."

WITNESSETH

It is agreed by and between the parties hereto that the following, including attached supplements, shall constitute and be the entire Agreement between the parties hereto in respect to rates of pay, hours of work, and other conditions of employment for and during the term of this Agreement, and neither party shall be required to negotiate with the other during the terms of this Agreement on any bargainable issues of subjects except as may be herein specifically provided, and all rights and obligations created or incurred under and by virtue of the provisions of this Agreement shall terminate with the termination of this Agreement.

ARTICLE I

PURPOSE

Section 1. Purpose: The purpose of this Agreement is to provide a procedure for orderly collective bargaining between the parties, to secure prompt and fair disposition of grievances or complaints, to set forth the basic principles concerning wages, hours and working conditions and to establish a

Section 2. The provisions of this Agreement shall be applicable to all programs, projects, services, and/or activities undertaken by any Executive Department of the City of Fort Wayne, Indiana, subsequent to the execution of this Agreement; the provisions of this Agreement shall also be applicable to any program, project, service, or activity presently being performed by any executive department of the City of Fort Wayne, Indiana, which subsequent to the execution of this Agreement, is delegated to a private party and/or any Governmental Unit by ordinance or by contract between the City of Fort Wayne, Indiana, and a private party, and/or governmental unit.

ARTICLE IV

MANAGEMENT RIGHTS

Section 1. Recognition of Management: The Union hereby recognizes the Employer as having the sole right to direction of the working forces, included but not limited to the right to determine the work to be performed by employees: to employ, promote, demote, transfer, lay off, discipline, suspend or discharge for cause; to assign work and the number of hours to be worked, including overtime work; to increase and decrease the working force, to establish standards and methods, to subcontract work, transfer work or otherwise perform work as required by the demands to maintain the efficiency of public operations. The employer, in exercising the rights set forth herein, recognizes that certain express conditions of employment are set forth in this agreement which limit and restrict

Professional Employees International Union, International Association of Fire Fighters, Patrolmen's Benevolent Association, Fraternal Order of Police, International Brotherhood of Electrical Workers, and those employees working in the Mayor's Office, Public Information/Affairs, Personnel and Payroll Division, Airport Authority, Professional Engineers (holding their P.E. License), and Supervisory employees who have the power to hire, fire, discipline or reward employees, or to effectively recommend such action when the exercise of such authority requires the use of independent judgment, and confidential employees to be listed in appendix.

ARTICLE III

COVERAGE

Section 1. The provisions of this Agreement shall be binding upon the City of Fort Wayne, Indiana, and its successors, assigns, and/or future assignees; and shall be unaffected by any reorganization, reclassification, merger, or other change in the legal status of the City of Fort Wayne, Indiana, or in any Governmental Unit presently a Unit of the City of Fort Wayne, Indiana; and all terms and obligations herein contained shall be unaffected by any sale, transfer or assignment of property owned, leased, managed or controlled by the City of Fort Wayne, Indiana; and all terms and obligations herein contained shall be unaffected by legislation subsequent to the effective date of this Agreement respecting the capacity to contract of the City of Fort Wayne, Indiana, and/or any executive department thereof.

other employees in the bargaining unit who are members of the Union. Employees entering the bargaining unit shall begin such on the first (1st) day of the month following completion of their probationary period.

Each member of the bargaining unit covered by this Agreement who has not become a member of the union, or in lieu thereof has not tendered the equivalent of union dues as provided above, within seven (7) days following the first day of the month following the effective date of this Agreement, or the first day of the month following the completion of their respective probationary period, shall be notified by the union by certified mail, with a copy to the Director Personnel/Labor Relations that failure to pay either dues or Agency Shop fees within ten (10) days following receipt of such notice shall result in termination of employment.

If certified mail has been sent to last known address furnished to union and has been returned because of failure of person to accept by signing for or whatever reason, this shall still constitute proper notification and City will proceed with its obligations under the contract.

The Employer shall, within three (3) working days after receipt of notice by certified mail from the Secretary-Treasurer of the Union, discharge any Member of the recognized bargaining unit who fails to maintain good standing as required by the preceding paragraph.

No member of the bargaining unit covered by this Agreement whose employment is terminated because of any provision of this article, or the union, shall have any claim for loss of time,

these defined employer rights. Therefore, the employer agrees that in exercising the rights herein, nothing shall be construed, or applied, in any manner which negates, modifies, or supersedes the rights of employees, or the union, where such rights are expressly set forth in this Agreement.

Section 2. Rules and Regulations: The Union recognizes that the Employer reserves the right to establish rules, and/or change existing rules affecting working conditions. It is agreed that all such rules shall be reasonable in content and application. Disputes arising therefrom shall be subject to the grievance procedure. The Union will be furnished a copy of any new or revised rules affecting bargaining unit employees at least ten (10) working days in advance of the effective date.

ARTICLE V

UNION SECURITY AND MEMBERSHIP

Section 1. Union Membership: Consistent with the applicable provisions of this Agreement, the EMPLOYER shall have the right to employ whomsoever it determines is qualified for job vacancies which become open during the life of this Agreement.

As a condition of continued employment, all employees whose job classification is included within the recognized unit description outlined in Article II of this Agreement, shall either become a member of this Union and pay dues thereto, or in lieu thereof shall pay an amount equal to the union's initiation fee and shall thereafter pay to the union each month, either directly or through the Payroll Deduction, an amount equal to the regular monthly dues and fees in effect for

ARTICLE VI

UNION REPRESENTATION

Section 1. Upon prior notice to the Director of Personnel/Labor Relations or his designated representative, authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to. It is expressly agreed that the Employer is hereby released from any and all liability for an injury to such agent, occurring while he is on the premises of the Employer.

Section 2. The employer will recognize five (5) committee members, one (1) of whom shall be designated as chairman of the committee. No deduction in wages shall be made against a member of the union committee, steward, nor any employee for necessary time consumed in conferences with representatives of the Employer in connection with legitimate collective bargaining business, or grievance handling, or for reasonable approved time spent investigating potential grievances or problems which could prevent disruptions of harmonious relationships desired by both Management and the Union between employees and Union officials. Conferences for the handling of such business shall be held during normal day shift business hours of the employer. The employer will accommodate the union in respect to reasonable shift changes which will permit employees to process grievances during duty time, but will not assume any overtime liability for grievance handling.

wages, or any other damages against the employer because of agreeing to this article of this Agreement.

The employer will accept a signed Dues Deduction Authorization, or Agency Fee Deduction Authorization, by any member of the bargaining unit covered by this Agreement as equivalent to a continuing voucher by such member of the bargaining unit in the amount of monthly dues, or fees, to the union (certified by the Secretary-Treasurer of the Local Lodge as the proper amount) and such authorization shall remain in effect for the duration of this Agreement. However, any such Authorization may be revoked by an employee on a sixty (60) day written notice by certified mail to the employer with a copy being sent to the Union. The parties recognize that the employees represented by the Union have accepted the sixty (60) day period referred to herein by execution of dues deduction authorization cards.

Deduction of union dues shall be made on the first payday of the month following the month in which the authorization was received and monthly thereafter on the first payday of the month. Deductions provided herein shall be remitted to the Secretary-Treasurer of the Union no later than the twentieth (20th) day of the month in which the deductions were made and shall include all deductions made in that month. The Employer shall furnish, with the deductions remitted, an alphabetized listing of each employee for whom a deduction is made showing the exact amount of each respective deduction made. The Employer shall also inform the Secretary-Treasurer why a deduction was not made for any employee whom the Union had been receiving deductions from.

Section 6. The union shall be free to withdraw a grievance at any step of the grievance procedure without prejudice.

Section 7. Employees in the unit will not be given a disciplinary layoff or be discharged, without first being given the opportunity for a fair and impartial hearing with the Director of Personnel/Labor Relations, or at his discretion his designated representative. Such employee shall be afforded the right to be accompanied and represented by the Union Committee and/or full time representative(s) of the Union during said hearing. Such hearing shall be held within ten (10) working days of the occurrence of the matter which necessitated the hearing and the decision rendered within ten (10) working days following the hearing, unless the City needs more time for investigation, before or after the hearing, and requests an extension which should be mutually agreed to by both Management and the Union. Furthermore, the Union will be furnished with a list of charges at least three (3) working days prior to the hearing so that proper investigation and representation can be afforded the employee.

Section 8. Designated Union Representatives, in exercising their collective bargaining rights as set forth in this Agreement, shall have the right to carry out their collective bargaining responsibilities within the bargaining unit without fear of reprisal, intimidation, coercion, harassment, or discrimination for so serving. In this regard, complaints filed by the Union which alleges violations of this section shall be immediately and impartially investigated by a representative of the Employer who has no connection with the official involved

Section 3. Accredited representatives of the Union shall be chosen from its members who are employed by the Employer. For the purpose of this paragraph "Employee" is defined as a person who is in the bargaining unit.

The Employer will recognize stewards in each department on each shift as designated by the Union upon notification to the Employer in writing. The Union agrees that when possible, a Steward will represent more than one department. Union representatives shall be afforded such reasonable time as necessary to carry out their responsibilities as defined by this Article. Any steward or Union official who finds it necessary to leave their work station to transact legitimate business may do so after so notifying their Supervisor. If necessary to go into another department, the steward will notify the Supervisor of that department that they are in the department on legitimate business. The Union agrees to make every effort in the processing of grievance matters to minimize interference with production and the orderly operation of the Employer and to conduct themselves in a professional manner.

Section 4. The employer agrees that union employees who file a grievance with the employer will not be questioned in respect thereto without advising the employee in the presence of a recognized steward of his right to union representation.

Section 5. Nothing in this article shall be construed as the right to deny the International Representative or Business Representative the privilege of processing a grievance on behalf of a unit employee, or to participate in a grievance meeting conducted in accordance with the grievance procedure.

Step 1. - The Grievance shall be orally presented by the aggrieved employee and/or cognizant steward to his immediate supervisor. The supervisor must give his oral answer within three (3) working days, weekends, and holidays excluded.

Step 2. - If no satisfactory settlement is reached on step 1 within three (3) working days, the Grievance shall be reduced to writing and advanced to step 2 by the committeeman who will discuss the grievance with the department head. Within three (3) working days the department head shall give his written answer.

Step 3. - If no satisfactory settlement is reached in step 2, the Union shall forward the Grievance, within seven and one-half (7½) working days to the Director of Personnel/Labor Relations, the Director of Personnel/Labor Relations will arrange to meet with the Union Shop Committee within seven and one-half (7½) working days after receipt of such grievance. Within seven and one-half (7½) working days following, the Director of Personnel/Labor Relations will render his decision, incorporating the detailed position of the Employer in respect to the grievance.

Step 4. - If the above procedure has been followed and the parties are still unable to settle the grievance, the Union shall, within thirty (30) days following receipt of the Employer's third step answer, notify the Employer of the Union's intent to arbitrate the dispute. Upon receipt

in the complaint. Where such investigations reveal there is reason to believe the Union Representative's rights have been violated, the Employer will take necessary corrective action.

ARTICLE VII

GRIEVANCE AND ARBITRATION

Section 1. Grievance Defined: A grievance shall mean, and be limited to, a difference of opinion between the employer and the employee or employees, or the union, concerning the employer's compliance with a specific provision or provisions of this agreement or concerning discipline or discharge. When a grievance arises, an earnest effort shall be made to settle such differences promptly in accordance with the grievance procedure hereinafter prescribed.

Section 2. Grievance Limitations: If more than one employee has the same grievance, only two (2) such aggrieved employees representing all aggrieved employees, as selected by the union, shall proceed through step 1 of the grievance procedure set forth in this article, the parties hereto, in processing a grievance, reserve the right, upon mutual agreement, to eliminate any of steps 1 - 3 of the grievance procedure set forth in this article. A grievance must be filed within ten (10) working days following the knowledge of the employee of the employer's action which gave rise to the alleged grievance, but not more than thirty (30) days following the action.

Section 3. Grievance Procedure: The grievance procedure shall be as follows:

The Union and the Employer shall equally share the fee of the Arbitrator, including any mutually agreed upon services relating to the arbitration proceedings.

Section 4. Time Limitations: All time limits prescribed herein may be extended by mutual agreement of the parties. Failure of the employer to respond within the time limits shall constitute a basis for escalating the grievance to the next step. Failure of the union or employees to process the grievance to the next step within the time limits shall constitute a basis for the employer denying the grievance.

ARTICLE VIII

SENIORITY

Section 1. "Seniority" Defined: "Seniority," as the term is used in this Agreement, means the total length of continuous employment of a seniority employee within the Bargaining Unit, from the most recent hiring date. "Hiring Date" as used herein, means the first day for which an employee received pay. The Employer shall furnish the Union each six (6) months with an accurate seniority list of all employees in the bargaining unit.

If more than one employee has the same hiring date, order of seniority shall be determined by the last four (4) digits of the employee's Social Security Number, that is, the Employee with the lowest number shall have preference.

Section 2. "Seniority Employee" Defined: "Seniority Employee," as the term is used in this Agreement, shall mean an Employee having completed ninety (90) calendar days of employ-

of such notification the Employer and the Union shall select from the following panel of seven (7) arbitrators which have been selected jointly by the parties:

Dr. Bruce Boals - Professor, University of Tennessee;
Ralph Roger Williams - Attorney At Law, Tuscaloosa, Ala.;
William Belshaw - Attorney At Law, Whiting, Indiana;
Barbara Doering - Arbitrator, West Lafayette, Indiana;
Jay C. Fogelberg - Arbitrator, Minneapolis, Minn.; Thomas
P. Lewis - Professor, Lexington, Kentucky; Alan Walt -
Arbitrator, Southfield, Michigan.

The parties shall draw lots to determine who shall strike the first name from the above list of seven (7), then continue striking on an alternate basis, with the remaining name to be the arbitrator.

The Arbitrator shall not have the authority to alter, amend or change the terms or provisions of this agreement, and their decision shall be limited to the particular grievance in question. The arbitration decision shall be final and binding on the parties and failure to implement or accept the arbitrator's decision shall be subject to litigation for which the party found guilty of failure to implement or accept the Arbitrator's award shall be liable for any cost of litigation or other damages, suffered by the other party due to the failure of the award to be implemented or accepted.

promotion. Employees promoted or assigned to jobs outside the bargaining unit subsequent to March 6, 1981 shall retain, but not accumulate any seniority during the time of such transfer or promotion. In the event such employee returns to the bargaining unit, he shall be entitled to whatever rights and privileges his accumulated seniority would entitle him without prejudice. It is recognized that the employer has the right to assign work to its employees, and seniority shall not, nor shall anything contained in this Agreement, be construed to restrict the employer in requiring an employee in one classification from doing any work temporarily in any other classification, although employees may usually expect their work assignments to be in keeping with their regular job classification.

However, it is expressly agreed and understood that the employer in exercising the rights set forth herein shall not do so to the extent that the employees within the classification to which the assignment is made, would be adversely affected. Adversely affected as used in this context, is intended to include but not be limited to layoff, recall, assignment of overtime and the temporary misassignment of an employee to work within a classification where employees regularly holding the classification are reasonably available to do the work.

Section 5. Termination of Seniority: Seniority shall terminate and with it the employment of the employee by the Employer upon the occurrence of any of the following:

- (A) The Employee quits.
- (B) The Employee retires.

ment. However, employees whose jobs are funded by State, or Federal Funds, such as CETA employees, shall not be considered seniority employees for purposes of lay-off and recall unless and until such employees have completed such special employment and have been retained as regular employees. In the event such special employees are retained as regular employees, the hiring date shall be the first day for which the employee received pay in such special employment. Nothing herein shall be construed or applied in any manner which denies any employee contractive rights or benefits except as specifically set forth herein.

Section 3. Probation: Each new employee shall be considered on a probationary basis for ninety (90) calendar days, except employees in the Emergency Medical Services Department, and Communications Department, who shall serve a probationary period of six (6) calendar months. During this period, retention of the employees shall be entirely at the discretion of the Employer and not subject to review under the grievance procedure. If retained after such period, such employee shall be entitled to the seniority rights herein set forth.

Section 4. Administration of "Seniority": In administering this Agreement, the principal of seniority, departmental and bargaining unit, in that order, shall be the determining factor in effecting layoffs, recalls, promotion, demotions and in respect to other working conditions where specifically stated in this Agreement.

The seniority of employees promoted or assigned to jobs outside the bargaining unit prior to March 6, 1981, shall continue to accumulate during the time of such transfer or

ARTICLE IX

TRANSFERS AND PROMOTIONS

Section 1. Job Vacancies: Subject to the provisions of this Agreement, and in accordance with the following procedure, an employee with the greatest seniority shall be given preference in filling job vacancies provided such employee meets the minimum qualifications to perform the job.

A. All job vacancies, except vacancies pursuant to Sections 3 and 4 of this Article shall be posted for bid in all departments of the Bargaining Unit for five (5) working days.

B. Employees shall have the right to bid on all posted job vacancies with first consideration being given to bidding employees who already work in the department where such vacancy exists.

C. If no bidding employee within the department meets the minimum qualifications, then bidding employees from other departments shall be considered for the job vacancy. In the event no employee signs a bid notice for the vacancy, and there are no qualified employees as defined above interested in the job vacancy, the Employer may hire a new employee for such job. Employees who do not bid shall have no cause for a grievance. An employee shall be transferred to the job awarded within ten (10) working days from the date of the expiration of the posted notice. Employees assigned or transferred pursuant to this procedure or Sections 3 or 5, shall be given a trial period of thirty (30) working days, (except employees accepting a

- (C) The Employee is discharged.
- (D) The Employee is laid off for a period of more than eighteen (18) months.
- (E) The Employee is absent for more than three (3) days without his supervisor being advised, except for good and sufficient cause.
- (F) The Employee fails to respond to a notification to return to work within five (5) days after such notice of recall is given by the Employer, by registered or certified mail to his last address according to the Employer's records.
- (G) The Employee has final settlement for total disability.
- (H) The Employee misrepresents the reason for a leave of absence or secures employment while on a leave of absence other than specifically provided for in the terms of this agreement or doesn't return from a leave at the expiration of the leave period, except where reason is for good and sufficient cause.
- (I) The Employee is absent because of sickness or injury or similar cause beyond that specified in the Sick Leave Policy, such as misrepresentation of his or her sick leave.

shall be paid the higher rated classification at the next higher increment to the rate he normally receives.

In the event an employee is transferred to work temporarily in a classification lower than his normal classification, he shall receive his regular rate of pay. The provision of this article should not apply to apprentices or trainees whose work assignments are made for training purposes.

A Temporary Assignment is defined as one not exceeding five (5) working days and may be done at the discretion of the Employer. Assignments which exceed five (5) working days are defined as Temporary Transfers and will be accomplished by following the provisions of Section 4 Article VIII. It is further agreed that in affecting temporary assignments, or transfers, nothing herein shall be applied in such manner that results in circumventing the posting of permanent job vacancies nor will temporary assignments be rotated to avoid effecting a temporary transfer.

Section 3. Vacancies Filled by Mutual Agreement: Notwithstanding any of the provisions of this article, job vacancies may be filled by transfer of an employee by mutual agreement between the Employer and the Union.

Section 4. Relocated Jobs: Whenever an employee's job is relocated and made an integral part of another department, such employee shall have the option of transferring with such job or of remaining in the department. If said employee remains in the department, such relocated job and subsequent vacancies shall be posted in accordance with Section 1 and such employee may bump in accordance with Section 5.

job in the Emergency Medical Services and Communications Departments who shall be given six (6) calendar months) in which to prove they are capable of performing the duties of the new job in a satisfactory manner. Employees shall have the right to return to their previous job at any time during the trial period without prejudice. CETA employees, who are not considered regular employees of the Employer, may by mutual agreement of the Employer and the Union have their employment continued and be retained in their same job without bidding and without other employees having the right to bid when the job held by such employee is changed from such special employment to a regular full-time job.

D. Employees awarded a job bid from above shall, from the date of such successful bid, thereafter be restricted from bidding again for six (6) months, provided, however, they have not been bumped to a lower labor grade due to job elimination or reduction in force. If such demotion has occurred, such employee shall be eligible to bid as often as possible until such previously held higher labor grade is reached, at which time the normal time restriction of six (6) months shall again apply.

Section 2. Temporary Transfers: In the event an employee is temporarily transferred to work in a classification for which the normal rate of pay is higher than the rate of pay received by the employee in his normal classification, he shall receive the higher rate of pay. If this higher rated classification has a wage progression based on time in the job, he

again exercising seniority to move from one shift to another for a period of six (6) months from the date of the previous move, except the Communications Department which shall determine shifts for a yearly basis on each January 1.

ARTICLE X

REDUCTION AND RESTORATION OF WORK FORCE

Section 1. Layoffs: In the event it becomes necessary to reduce the work force in a department covered by this Agreement, the principles of seniority shall prevail. Employees who are to be laid off shall be given a ten (10) day notice in advance of the effective date of the layoff or in lieu thereof shall be granted ten (10) days' pay.

Should there be any reduction of the work force, it shall be made according to seniority and job vacancy as defined in Article VIII, Section 4 and Article IX, Section 1, the last employee hired in the classification to be the first to be laid off and so on.

Section 2. Recall: In restoration of forces, employees shall be restored in reverse order of layoff, if available, availability for being restored to service in accordance with seniority will necessitate laid-off employees keeping the Employer and the Union informed of their addresses as notices or calls will only be sent to the last address supplied and the employees will be so notified by the Employer at the time of their layoff.

A laid-off employee will be advised by the Employer by registered or certified mail addressed to his last address as

Section 5. Work Curtailment Vacancies: In the event of a reduction in force wherein a seniority employee's job is discontinued or a seniority employee is displaced by an Employee having greater seniority, the affected employee will bump the lowest seniority employee in the same labor grade and in a classification he would be qualified for other than a steward or union officer provided the affected employee has the minimum qualifications to perform the job. If no such position exists in the same labor grade, the next lowest would be used to labor grade 1, and if all labor grades have been exhausted and employee does not meet minimum qualifications, he shall be placed on lay-off status with recall rights per Article X.

Section 6. Disqualifications: An employee who is transferred to a "bid" job as provided in Section 1 or an employee who is transferred to a "bump" job as provided in Section 5 and who is determined not to have the ability to perform such job shall be advised, in the presence of the cognizant steward, of the specific reasons resulting in the disqualification, and disputes arising therefrom shall be subject to the grievance procedure. The disqualified employee shall have the right to return to his previous job without prejudice.

The employer may temporarily assign employees to fill vacancies until the successful bidder is transferred.

Section 7. Shift Preference: Employees shall be granted shift preference by classification within departments where shift work exists based upon bargaining unit seniority. However, employees exercising shift preference which results in movement from one shift to another, shall be restricted from

Section 2. The Employer agrees that no work shall be contracted out that results in a reduction of force, or in a reduction in the hours of bargaining unit employees.

Section 3. It is agreed that work of a kind or nature historically performed by bargaining unit employees will not be assigned to non-bargaining unit employees. The Employer will take such action as necessary to insure that respective bargaining unit work will be assigned to only those employees within the appropriate bargaining unit.

ARTICLE XII

HOURS OF WORK

Section 1. Working Time: The working week, consisting of one hundred sixty-eight (168) hours, made up of seven (7) consecutive twenty-four (24) hour periods shall be from 12:01 a.m., Sunday to 12:00 midnight the following Saturday, except as otherwise provided in this Agreement. It is further agreed and understood that the work day, as it applies to the majority of City employees, consists of eight hours per day beginning at 8:00 a.m., and ending at 5:00 p.m., with an unpaid lunch period of one (1) hour Monday through Friday inclusive unless otherwise specifically stated in this contract.

Reference herein to work weeks or work days shall not be construed as a guarantee of any number of hours of work per day or week for any employee.

Section 2. Except as hereinafter provided, the basic work week of bargaining unit employees shall consist of five (5)

supplied to the Employer, with a copy to the Union office, and should he fail to acknowledge the same within five (5) days after notice is sent of his intention to return to work or fails to report, unless a good and sufficient reason is given, he will be deemed to have voluntary quit. Laid-off employees need not accept a part-time or seasonal position to maintain their recall rights.

No new help shall be hired until all employees have been recalled, except where the laid-off employees do not possess the qualifications to perform the job where additional help is needed, or where such employees refuse recall to a part-time (20 hours or less per week) or seasonal (one hundred twenty (120) calendar days or less) position.

ARTICLE XI

UNIT WORK RESTRICTIONS

Section 1. The subcontracting of bargaining unit work during the terms of this Agreement shall be handled as follows:

1. Work of a kind or nature historically performed by respective bargaining unit employees will not be contracted out unless it is beyond the capability of the Employer to accomplish within time available; or,
2. It requires more employees than are available to accomplish the work within the time available.

However, no exception shall be authorized while respective unit employees, who are capable of performing the work, are working less than the number of hours in the basic work week, or while such employees are on layoff.

receive two (2) consecutive days off during each work week, and shall be subject to the overtime and/or compensatory time off provisions of the agreement.

Section 7. Employees scheduled to work rotating, or recurring shifts, shall be scheduled to work eight consecutive hours, except as otherwise provided for, and will be granted a reasonable paid lunch period between the 3rd and 5th hour of the shift.

Section 8. A lunch period shall be scheduled for the first and second shifts. Employees who must travel from job site in order to purchase lunch will be allowed fifteen minutes additional time for such purposes, which will be considered work time. The employer for good and sufficient cause may change the starting time of shifts and of lunch periods. However, prior to such changes being made, the employer will give 72 hours advance written notice of such changes to the Union, setting forth in the notice the circumstances which necessitate the change. Upon receipt of such notice, the Union shall have the right to meet with the Employer to discuss any responsible objections to the change. Where responsible objections are made by the Union, the Employer will make every reasonable effort to satisfy such objection. It is further agreed that any such change in established shift hours and/or scheduled lunch periods shall be effected on the first work day of the week in which the change occurs if possible.

Section 9. Immediately prior to lunch and the end of the shift, adequate and reasonable time, as determined by the work

days, Monday through Friday inclusive, on each of which the employee will be scheduled to work on eight (8) hour shifts.

Section 3. Basic work weeks of other than Monday through Friday may be established for employees employed in E.M.S., Park Security, City Utilities Garage, Fire Garage, Police Records, Humane Shelter, Traffic Operations, Communications, and Parking Garage. In this connection, it is agreed the Employer will assign employees, in the above departments, to a work week of other than Monday through Friday only when the nature of the work requires the continuous manning of the position on a more than five (5) day a week operation, and such assignments shall not be utilized to meet sporadic or temporary workload commitments.

Section 4. The number of employees assigned to a work week of other than Monday through Friday shall be the minimum number necessary to perform the above described work which must be performed on Saturday and/or Sunday.

Section 5. It is further agreed that in selecting employees to work on other than Monday through Friday, the Employer will either develop rotating schedules which treat all affected individuals as equally as possible, or assign Saturday and/or Sunday work on the basis of seniority, that is, the employee with the greatest seniority shall be afforded preference. In every instance, the method of scheduling and manning requirements will be subject to negotiations in the event of a dispute.

Section 6. It is further agreed that employees scheduled to work other than a Monday through Friday work schedule shall

ARTICLE XIV

CALL-IN-TIME

An employee who, after the close of his normal shift hours, is advised or called to work shall be paid a minimum of four (4) hours at the prevailing overtime rate which shall include the shift differential applicable at the time he reports. Where the reason for the call-in is to fill in for absentees or because the work load requires extra employees to man the shift, the affected employee will be so advised. In all other circumstances the problem for which the employee was called will be specifically defined. Once the specifically defined problem has been corrected and the employee is assigned other work, not described at time of call-in, such employee will be considered again called in and will be paid call-in for each specific problem assigned.

ARTICLE XV

VACATIONS

Section 1. An employee shall receive one (1) week's vacation after completion of six (6) months and then an additional week after one (1) year; an employee shall then receive two (2) weeks' vacation each year to be earned from anniversary date to anniversary date, but in no case will receive more than two weeks of vacation for the first calendar year.

Section 2. In addition to the foregoing, each employee who shall have been in the employ of the employer at least six (6) years shall receive each contract year a third week of vacation with pay; and each employee who shall have been in the

assignment, or supervisor, shall be allowed for the purpose of wash up and storage of personal and company-owned tools.

Section 10. Employees required to work in excess of two hours beyond their regular scheduled shift shall be allowed thirty (30) minutes time off to eat on or off the premises without loss of pay. In addition thereto, affected employees shall be paid a meal allowance of \$3.00. The principle expressed herein shall also apply to employees assigned unscheduled overtime which interferes with normal meal periods.

Section 11. Paid rest periods of fifteen (15) minutes each shall be granted in the first and second halves of the shift. Rest periods shall be free time for employees, and the employees shall be on the job site ready to work at the expiration of the relief period.

ARTICLE XIII

REPORT-IN-TIME

Any employee reporting for work on a regular workday at his regular starting time or at a later time designated by the Management shall, unless previously notified not to report, be given at least four (4) hours work in any department, in which work of his classification is available or four (4) hours pay at straight time rates if no work is available, unless failure to provide work is caused by an Act of God or other circumstances beyond the Employer's control.

but not used his vacation for the contract year in which death occurred, his beneficiary or estate shall receive an amount equivalent to his earned vacation plus pro-rated vacation for the year in which the death occurs. Pro-rated vacation shall be based upon 1/12 of the annual vacation allowance for each month worked beyond the anniversary date. An employee retiring under the retirement plan will be entitled to all vacation for which his service would qualify him during the calendar year in which he retired.

ARTICLE XVI

PAID HOLIDAYS

Section 1. Recognized Holidays: The following days are recognized as holidays:

New Year's Day	Veterans Day
Presidents Day	General Election Day
Good Friday	Thanksgiving Day
Primary Election Day	Friday After Thanksgiving
Memorial Day	Day
(Last Monday in May)	Day Before Christmas Day
Independence Day	Christmas Day
Labor Day	Day Before New Year's Day

Section 2. Holidays During Vacation: If a holiday falls within an employee's vacation period, such holiday shall not be considered as part of the vacation period, and the employee shall be granted an additional day with pay before or after the scheduled vacation.

Section 3. Holidays on Sunday: Any holiday which falls on a Sunday shall be celebrated on the following Monday. Any holiday which falls on a Saturday shall be celebrated on the preceding Friday. The intent of this Section is to allow

employ of the employer at least fifteen (15) years shall receive each contract year a fourth week of vacation with pay; and each employee who shall have been in the employ of the employer at least twenty (20) years shall receive each contract year a fifth week of vacation.

Section 3. (A) Vacation pay shall be the normal weekly straight-time pay including shift differential for each week of vacation. Procedures for selection of vacation time will be arranged by and between the Union Committee and the Employer. When two (2) or more employees are requesting the same available vacation period, preference will be given on the basis of seniority.

(B) All bargaining unit members who are eligible for any weeks of vacation may take one (1) of such weeks of vacation on a daily basis provided at least one (1) day's notification has been given to the employee's respective Supervisor unless the absence is due to illness, personal business, or an emergency, in which case notification will be given by the employee at the first opportunity after the illness, personal business or emergency arises. All other vacations will be scheduled and taken in weekly increments and once scheduled and approved, will not be changed or interrupted, unless a department or employee emergency arises.

Section 4. An employee who is laid off or whose employment with the Employer is terminated for any cause shall receive with his final check, vacation pay due for the contract year in which he is laid off or terminated on a pro-rated basis. In the event of the death of an employee who has earned

further extended by mutual consent. In the case of sick leave, the Employer has the right to refuse application to return to work until the applicant has been examined and approved by the Employer's doctor. In case of disagreement over physical condition, the matter may be handled under Article VII, Grievance and Arbitration procedure.

All applications for leave of absence shall be in writing and submitted to the Department Head or the Personnel Department, and except in emergency shall be made prior to beginning of absence.

Seniority will accumulate during leaves unless otherwise stated in the leave of absence.

An employee who takes other employment while on leave will be considered as having resigned, unless the leave of absence specifically permits the taking of other employment. Employees required to be absent from work on a day-to-day basis to conduct official Union business shall be excused (without pay) and no absence will be charged provided prior written request is received from the Union. In emergency circumstances when prior written notice cannot be given, the Union will give prior oral notice followed by written notice as soon as possible.

The Employer will grant, upon prior request of the Union, extended leaves of absence without pay for official Union business to one (1) employee or more than one, if it would not hamper the Employer's operations. Such leaves of absence shall not exceed one (1) year and will be renewed for additional

employees to receive five days pay for four days work. Therefore, Employees that have work weeks of other than Monday through Friday, and would be required to work such Saturday or Sunday, the Saturday or Sunday would be their holiday for purposes of computing payment of holidays worked, Section 5 of this Article.

Section 4. Eligibility: Employees shall be paid for the holidays listed in Section 1 of this Article for eight (8) hours at their straight time hourly rate, plus night shift premium, if any, provided the employee is in a pay status some portion of the week in which the holiday occurs.

Section 5. Payment of Holidays Worked: All hours worked on any of the above named holidays shall be paid for at least two (2) times the regular rate including shift premium, plus the holiday pay.

ARTICLE XVII

LEAVE OF ABSENCE

Section 1. For good and sufficient reason, a leave of absence for personal reasons not to exceed thirty (30) days shall be granted by the Employer or not to exceed six (6) months on account of illness. Personal leaves taken shall be without pay. Sick leaves will be paid in accordance with sick leave accrued. If the sick employee is not able to return at or before the expiration of this period, his case shall be subject to review by the Employer and the Union and if the facts justify, an extension up to six (6) months may be granted by mutual consent, which in exceptional circumstances may be

copy of the court summons or subpoena and a weekly certificate from the Clerk of the Court showing the days served as a juror or a witness and the amount paid for jury service.

NOTE: Employees required to appear as a witness in a court of law shall not receive payment under this section if such appearance is related to their employment with another employer.

Section 5. Death in Family: In case of the death of a member of the immediate family of an employee, the employee shall be granted a maximum of four (4) consecutive work days off with straight time pay to attend the funeral and to attend to administrative details. Members of the immediate family shall be the spouse, children, step-children, parents, step-parents, father-in-law, mother-in-law, brothers, sisters, half brothers, half sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, grandparents, grandparents of spouse, grandchildren, whether of natural relationship or legally adopted or under legal guardianship of the employee.

ARTICLE XVIII

SICK LEAVE

Section 1. Employees shall accrue paid sick leave at the rate of two and thirty-one hundredths (2.31) hours per week for each week of employment during which the Employee is in a PAY STATUS for any portion of the week. Such sick leave accrual to begin on the first day of employment, providing however that probationary employees shall not be entitled to sick leave usage until satisfactory completion of ninety (90) calendar

periods upon written request of the Union. Seniority and retirement benefits shall accumulate during such leaves of absences.

Section 2. Military Leave: An employee shall be given a leave of absence in accordance with the Selective Service Act of 1948, as amended.

Section 3. Reservist Duty: An employee who is an active member of a recognized reserve component of the Armed Forces of the United States shall be granted time off for required active training. An employee shall be paid the difference, if any, between reservist pay and his rate of pay for a period not to exceed ten (10) normal working days, eighty (80) hours, in any calendar year. An employee shall furnish acceptable evidence of training time and payment therefore.

Section 4. Jury Duty: An employee, required to serve on a jury, or who is subpoenaed to appear as a witness in a court of law, will be paid the difference between his regular straight time pay and that paid as a juror for each of his scheduled days of work on which he is required to serve on the jury or appear as a witness as the case may be. Employees on the first or second shifts will not be required to report for work on the day they are required to serve as a juror or appear as a witness. Third shift employees will not be required to report for work on any night prior to reporting for jury duty, or appearing as a witness the following day where the work week starts on a Sunday night and on any night following where the work week starts on a Monday morning. It shall be the responsibility of each such employee to present to his Supervisor a

(after exhausting sick leave benefits), the Employer shall reserve the right to require an examination by a medical physician designated by the employee (at no cost to the employee) from a list furnished by the Employer, of not less than three (3) General Practitioners or not less than two (2) Board Certified Specialists, as appropriate, for the nature of the injury. The designated physician shall determine the physical condition of the affected employee and submit his findings to the parties. Should the designated medical physician determine the employee is able to return to work, or the employee is permanently disabled, no further differential payment shall be made. However, should a dispute arise as to the determination made by the designated medical physician, the matter shall be subject to the grievance procedure.

Section 5. Employees claiming absences charged to sick leave shall have the responsibility to furnish reasonable explanation of any paid absence to the Employer. In addition thereto, where there is evidence of a pattern of sick leave abuse, the Employer shall have the right to require a medical certificate for any absence claimed as sick leave until such time as the pattern of abuse no longer exists. The questionable absence shall not be paid until medical certificate has been received by the employer. Provided such employee has received prior notification of such requirement in the presence of the steward or in writing.

Section 6. Upon retirement, an employee shall receive credit for all accumulated sick time and shall be paid for said

days. Sick leave shall be cumulative and carried over from year to year with no maximum limit of accumulation. Employees retiring because of physical disability shall be entitled to exhaust sick leave accumulated prior to effecting disability retirement.

Section 2. Sick leave may be utilized by employees for medical appointments providing such appointments are made in advance, the Employer is notified of the anticipated absence, and attendance by recognized medical physician is verified.

Section 3. Employees reporting for work, and who subsequently become ill, shall be compensated for the remainder of the shift, provided the employee is either sent home by the Employer, or the employee obtains a medical certificate indicating attendance by a recognized medical physician on the day of the absence.

Section 4. Employees injured while in a duty status shall first be paid the difference between their normal straight time hourly or weekly wage, and Workmen's Compensation Benefits. Such payments shall continue for sixty (60) work days. After sixty (60) work days' payment, the affected employees will be required to exhaust accumulated sick leave benefits. After exhausting sick leave benefits, the employer will again pay the difference between the affected employee's normal straight time, hourly rate, and workmen's compensation until the employee either is able to return to duty, or is declared permanently disabled, but in no case to exceed an additional 6 months. However, prior to resuming the payment of differential between straight time earnings and workmen's compensation

withdrawals have been made, the Administrator of the PERF Plan shall determine whether periods of service for which a withdrawal was made will be credited, and the conditions which must be met in order to receive such credit.

In cases where previous service was credited under plans other than PERF, and withdrawals were made from those plans, broken service for which a withdrawal was made will not be credited unless affected employees repay the amount withdrawn.

ARTICLE XXI

SAFETY, HEALTH AND SANITATION

Section 1. A joint Safety and Health Committee will be established for the purpose of making constructive recommendations to the Employer, the Committee will consist of not more than five (5) members, two (2) appointed by the Employer and three (3) employees appointed by the Union. A meeting shall be held once each month and the time spent in attendance by these members shall be compensated at the applicable rate of pay, and minutes shall be recorded by the Employer and copies furnished to the members of the Committee. The Employer will respond to constructive safety proposals made by the Committee and will investigate and take action to correct.

Section 2. Should a walk-around safety inspection of the Employer's premises be conducted pursuant to the provisions of the IOSHA, one (1) member of the Safety Committee designated by the Union, shall have the right to accompany the inspection team during regular duty hours without loss of pay.

time at the rate of eight (8) dollars for each eight (8) hours of accumulated time.

ARTICLE XIX

INSURANCE

The employer agrees that Group Insurance benefits enumerated in Lincoln National Life Insurance Company Policy Numbers D 13192 and L 13192 shall be extended to all bargaining unit employees. These benefits, except as hereinafter provided, will remain in full force and effect for the life of this Agreement, at a cost of \$1.20 per year per employee, regardless of whether coverage provided is for individual, individual and spouse, individual and children, or individual and family. Each employee who, after six years of service, retires from the City shall receive a life insurance policy in the amount of five thousand (\$5,000.00) dollars at no cost to the employee for the rest of his life, and shall also be eligible to participate in the current retiree's group health plan at the rate determined by the carrier.

ARTICLE XX

PENSIONS

All bargaining unit employees shall be covered by the Public Employees Retirement Fund and will be credited for all prior service with the Employer, whether previously covered by PERF, other plans, or no plan. Employees with broken service will be credited for past service on a cumulative basis provided no withdrawal of contributions has been made. Where

nized and agreed that it is the responsibility of each employee to utilize these facilities in a responsible manner.

Section 7. No employee in the bargaining unit shall be required to perform any work which is unsafe or subjects the employee to environmental conditions which are likely to be injurious to his health.

ARTICLE XXII

DISCRIMINATION

Section 1. The Employer will not interfere with, restrain or coerce the employees covered by this agreement because of membership in or activity on behalf of the Union. The Employer will not discriminate in respect to hire, tenure of employment or any term or condition of employment against any employees covered by this Agreement because of membership in, or activity on behalf of, the Union, nor will it discourage or attempt to discourage membership in the Union or attempt to encourage membership in the Union or attempt to encourage membership in another Union.

Section 2. The Employer and the Union agree that it will not discriminate against any applicant for employment, or any present employee, in the payment of wages, assignment to jobs, seniority, promotion, demotions, training, transfer, layoff, recall, discipline, discharge, pension benefits, working hours, physical facilities, retirement age, insurance coverage, job classification, classified advertising, recruitment, testing, or any other term, condition or privilege of employment, because of race, color, religion, sex, national origin or occupationally irrelevant physical handicaps.

Section 3. Uniform allowance for the Humane Officers and Park Service Officers, will be \$500.00/year. Such payment will be made upon presentation of proof of purchase. Normal safety equipment, such as hard hats, aprons, and other protective clothing will be furnished by the Employer. Where needed, safety glasses, as approved by the Safety Director, will be provided, however, some glasses require prescription lens. In these cases, these glasses will be provided, but the cost of the prescription will be borne by the employee. Where safety shoes are required, the Employer shall reimburse the employee for one-half (1/2) the cost of the shoes when the employee provides the receipt for his purchase. No more than two (2) pair a year will be reimbursed.

Section 4. The Employer shall maintain adequate first aid at all times. In addition thereto, the Employer shall insure the immediate availability of ambulance service in the event of an injury or sickness on the job which requires transportation to a hospital.

Section 5. An employee, hurt in an industrial accident, will be paid for all scheduled hours lost receiving medical care on the day he was hurt at his straight-time hourly base rate, plus any overtime premium, or shift differential that may be applicable. In cases where the attending doctor or nurse decides the employee should not return to work and finish out the workday, he will be paid in accordance with the above for all scheduled hours he would have worked that day.

Section 6. The Employer shall furnish and maintain clean and adequate washroom facilities for employees. It is recog-

take disciplinary action for such offense, except this may extend to thirty (30) working days if the Employer notified the Union during the ten (10) work day period.

Section 2. Establishment of new policies or changes of existing policies will be for just and sufficient cause and reasonable in application. Prior to the effective date of any such new or changed policy that is to be applied bargaining unit wide, the Union will be notified.

Section 3. Whenever the male gender is used in this Agreement, it shall include the female gender where applicable.

Section 4. At such time as metric measurement devices become necessary for employees in the performance of their jobs, the Employer will make such tools available in the stock-room to be checked out as the needs arise.

Section 5. Employees of this bargaining unit shall be supervised by and responsible to a designated Supervisor in matters pertaining to job assignments, temporary or permanent transfer, work assistance, work performance, attendance and discipline. In the absence of the employee's Immediate Supervisor, a supervisor will be designated to fill in during his absence.

Section 6. Employees covered by this Agreement shall be furnished and paid for full time employment in accordance with the working schedules of the various classifications, provided they report for work in accordance with said schedules. In this connection, employees whose regular scheduled work cannot be performed because of inclement weather, will be assigned to perform such work as the Employer can provide without regard to

Section 3. The Employer further agrees that any violation of Title VII of the 1964 Civil Rights Act, as well as the Equal Pay Act of 1963, executive order 11246 as amended by 11375 and the Age Discrimination in Employment Act of 1979 will be deemed a violation of this Agreement and subject to the grievance provisions embodied in this Agreement.

ARTICLE XXIII

BULLETIN BOARD

Section 1. The Employer agrees to furnish a bulletin board located in each department where employees normally work for the use of the Union for posting of matters relating to Union meetings and other Union matters of a non-controversial nature. All such notices, as posted by the Union, shall be signed by an authorized Union representative.

ARTICLE XXIV

GENERAL PROVISIONS

Section 1. The Employer, in exercising its right to impose discipline, shall be consistent in the application of such and the procedure of applying discipline in a progressive manner shall be adhered to. In addition thereto, it is agreed that any penalty imposed shall, within reason, be consistent with the offense committed. The Employer shall initiate disciplinary action against a unit employee within ten (10) work days after knowledge of the action out of which the discipline arose by the Director of Personnel/Labor Relations or his designee, or in failing to do so shall forfeit any right to

applicable State or Federal law, or because of the action of any State or Federal Agency having cognizance in such matters, then only that portion of the Agreement specifically affected by such law or action shall become void, and all the balance of the Agreement shall remain in full force and effect in accordance with the terms of the Agreement and for the duration of this Agreement, and in such contingency, the parties shall meet promptly and negotiate substitute provisions for those parts or provisions rendered or declared illegal.

Section 12. The agreement shall be printed in booklet form at the expense of the Employer and distributed by the Employer to each employee on the payroll as of the signing of the Agreement, as well as to each person who is hired or rehired. In addition, the Employer shall furnish a reasonable number of printed Agreements to the Union. As part of their orientation, new employees hired in a position included in the unit will be advised of the contractual relationship between the Employer and the Union, and will be introduced to the Steward of the area in which they are initially assigned.

Section 13. Employees covered by this Agreement shall have the free and unimpeded right to join, participate, and support any legal political party of their individual choice, or to refuse to join, participate, and support any political party. In addition thereto, no employee shall be required to financially support any political party or individual. However, no employee shall be denied the right to make such a contribution on a personal, voluntary basis.

the classification within which such work normally would be scheduled and the Employer will not suffer any grievance or additional liability for such action. For purposes of this section, Inclement Weather is defined as environmental conditions which subjects the employee to unreasonable discomfort.

Section 7. Employees shall be assigned to report for work at one specific location. Subsequent to reporting, the Employer will be responsible for providing transportation from the reporting site to the job site.

Section 8. Employees, required to use their private vehicle to travel from one job to another, and/or to use their private vehicle for travel outside the City of Fort Wayne on business of the Employer, shall be reimbursed for each mile at the maximum amount allowed by State Board of Accounts.

Section 9. Employees, on travel assignments which necessitate overnight lodging, shall be reimbursed in the amount of the actual cost of hotel/motel accommodations, meals and incidental expenses. Employees will be required to itemize expenses and are expected to be prudent in the amounts expended while on travel assignments.

Section 10. Employee's Address: An employee shall, at all times, keep his Supervisor advised in writing of the employee's current phone number and current mailing address. Failure of an employee to comply with the provisions of this section shall relieve the Employer of any obligation to give any notice to the employee required by this Agreement.

Section 11. Federal and State Laws: Should any of the terms of this Agreement become void or illegal because of

urgent or unforeseen matters requiring their immediate attention. Except for good and sufficient cause, the employee will advise the Employer twenty-four (24) hours in advance of the absences. Pay for absences claimed as personal time shall be at the employee's straight time hourly rate, or in the case of salaried employees on a pro-rata basis, including applicable shift differential where applicable. Personal time may be taken in four (4) hour increments.

ARTICLE XXVI

OVERTIME AND COMPENSATORY TIME OFF

Except as otherwise provided herein:

Section 1. Purpose of Article. This Article is intended to provide the basis of computing overtime pay and shall not be considered as a guarantee of overtime hours worked per day or per week.

Section 2. Premium Pay. Employees shall be paid overtime on their regular straight time hourly rate including shift premium for hours worked as follows:

A. Overtime paid at one and one half (1½) the regular straight-time hourly rate shall be paid for each, or any of the following instances. In each instance it shall not be dependent on any other instance, it being understood there shall be no pyramiding.

1. All work in excess of eight (8) hours in any one (1) day.
2. All work performed on Saturday as such or the affected employees sixth (6th) consecutive work-day.

Section 14. In the event computer space becomes available, the Employer agrees to deduct monies from each employee's wage who gives written authorization for such deductions on a bi-weekly basis and remit such deducted monies to the Machinists Non-Partisan Political League on a monthly basis. Employee's desiring to have such deductions made shall authorize same on the following type form:

WAGE DEDUCTION AUTHORIZATION CARD

(Date)

I, _____, Clock # _____,
(Name of Employee)
authorize and direct the City of Fort Wayne, Indiana to deduct biweekly from my wages the sum of \$ _____ and forward this amount monthly to the Treasurer of the Machinists Non-Partisan Political League at 1300 Connecticut Avenue, N.W., Washington, D.C. 20036. I hereby authorize that the above amount be deducted from each pay check from the Employer.

I have executed this wage deduction authorization voluntarily without any coercion, duress, or intimidation and none of the monies deducted are a part of my dues or membership fees to the local Union. This authorization and the making of payments to MNPL are not conditions of membership in the Union or of employment with the Employer and I understand that the money will be used by MNPL to make contributions and expenditures in connection with federal elections.

(Employee's Signature)

ARTICLE XXV

PERSONAL TIME

Section 1. Separate and independent of vacation and sick leave allowances, employees shall receive two (2) days personal time each calendar year, commencing with the completion of one (1) year's service. Such time may be utilized by employees for

Employees on sick leave, or vacation, for periods in excess of three (3) weeks shall be charged the average number of hours worked by all employees within the classification within a shift during the entire absence. It is agreed and understood that an employee shall have the right to decline any overtime assignment which creates an inconvenience for the employee.

Section 5. Employees transferred (permanently) from one classification to another, shall initially be charged with the average number of overtime hours recorded by all employees within the classification within the shift. Employees temporarily transferred to a different classification and/or probationary employees shall only be offered overtime after all employees within the classification within a shift have been afforded the opportunity to work, and only then if qualified to perform the available work.

Section 6. The employer shall maintain records of all overtime worked, or declined, and shall make such records available to the Union upon request.

Section 7. Exceptions to the overtime distribution rules may be made by the Employer as follows:

A. Assignment of employees to continue a job which commences during a normal shift, where continuity on the job is essential.

B. The employees within a classification are the only employees qualified to perform the work. However, where this exception creates continuing imbalances, additional employees will be trained.

B. Overtime paid at double time shall be paid in any or each of the following instances. In each instance it shall not be dependent on the other instance, it being understood there shall be no pyramiding.

1. All work performed on Sunday as such or the affected employees seventh (7th) consecutive workday.

Section 3. The Employer agrees to maintain records of all overtime work by shift and classification, and to the maximum extent possible distribute overtime equally among employees within a classification. It being agreed and understood that shift assignments may dictate temporary imbalances within a classification, but will not alleviate the responsibility of the parties to make continuing effort to equalize the opportunity for all employees within a classification to work overtime regardless of shift. In this connection, all overtime assignments shall be offered first to the employee, on the shift affected, with the least amount of overtime recorded. Because of the nature of the work, mandatory overtime shall be agreed to for the Humane Shelter and the Emergency Medical Technicians and Communications. After all other options have been used, the least senior employee in these departments will be the final choice. Persons on vacation, personal time or compensatory time shall not be forced to work overtime, regardless of seniority.

Section 4. Employees who are properly notified and decline to work overtime offered, shall be charged the number of overtime hours declined for distribution purposes.

ARTICLE XXVII

WAGES AND PROGRESSION

Section 1. It is the intent of the parties to apply the principle of equal pay for equal work in all classifications. Job content will be the sole criteria in determining the labor grade in which the classification is placed. The skills, ability and qualifications necessary to perform normal work assignments, should accurately reflect the job descriptions of employees within the bargaining unit. In making this determination, due consideration shall be given to the skills and qualifications necessary to perform the job in relation to other jobs with similar or identical skill requirements.

Section 2. New hires under this Agreement shall be hired at the starting rate of the Labor Grade within which the classification is hereinafter listed. Except as otherwise provided herein, no change shall be made in any classification within the bargaining unit, nor shall any deviation be made in respect to the negotiated rate of pay for any classification unless mutually agreed to by the parties in writing.

Section 3. Employees promoted to a higher labor grade shall be slotted in the schedule of the higher labor grade at the increment level immediately above their current rate. Employees demoted, resulting in placement in a lower labor grade, shall be placed in the schedule of the lower grade nearest the rate held in the highest labor grade, but in no instance above the maximum rate of the lowest labor grade. Employees transferred to an equal labor grade shall retain their rate of pay.

Section 8. Employees will be notified of scheduled Saturday or Sunday overtime prior to the end of the Thursday shift (third shift will be notified prior to the end of their shift, (7:00 a.m.) on Thursday. Notification of daily overtime will be made prior to the end of the shift on the day preceding the day on which the overtime is to be worked.

Section 9. Employees working overtime shall receive payment for such overtime work if they so desire, except that no employee shall be paid overtime payments which result in the employee receiving pay which exceeds the maximum yearly salary rate for the classification established by ordinance. Where such situations arise, the affected employee will be granted compensatory time off in an amount equal to the hours of pay the employee would have received had said overtime payments been permitted.

Section 10. Employees except Emergency Medical Service employees, may elect to receive compensatory time instead of monies for overtime hours worked. No employee may have unused accumulated compensatory time of over forty (40) hours without either using compensatory time or receiving monies for such overtime work. Compensatory time off must be granted and taken prior to termination as no cash payment will be made.

Section 11. Any employee transferred to another department who has unused compensatory time will carry such compensatory time to their new department. Compensatory time must be scheduled at least one day in advance except for emergencies.

ing upon the parties hereto, unless such Agreement is made and executed in writing between the parties hereto, and the same has been ratified by the Union.

Section 3. The waiver of, or any breach of conditions of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

Section 4. Any employee, working a schedule where the majority of hours worked in a given working day are between 3:00 p.m. and 7:00 a.m., shall be considered working on a night shift and shall be paid thirty-five (35) cents an hour bonus for the complete time worked in any continuous twenty-four (24) hour period.

Section 5. In keeping with the City's wage system the incremental salaries appearing in Addendum B to this Agreement will constitute the wage agreement for the life of this contract subject to the modifications spelled out in Addendum B.

ARTICLE XXVIII

DURATION AND CHANGE

Section 1. This Agreement shall become effective 12:01 a.m., December 28th, 1981, and shall remain in full force and effect until midnight, March 2, 1985, and from year to year thereafter unless either party shall, no more than ninety (90) and at least sixty (60) days prior to any anniversary date, hereof, notify the other party of a desire to amend or terminate this Agreement. In the event such notice is given, the parties shall meet no later than fifteen (15) days after receipt of such notice, for the purpose of negotiating a new Agreement.

Section 2. No agreement, waiver, alteration, understanding, variation or modification of any terms or conditions contained herein shall be made by any employee or group of employees, with the Employer, and in no case shall it be bind-

In addition to these new external evaluations of departmental performance, and the ready availability of private contractors willing and able to replace the department, the parties recognize the increasing pressures of externally imposed financial constraints upon EMS operations. That is, the EMS Department must operate increasingly upon revenues derived from fee-for-service billings for both emergency and non-emergency ambulance service, and must depend decreasingly upon local tax subsidies. A case in point is the fact that the department's services to the county (outside the Fort Wayne city limits) must be entirely financed from fee-for-service billings, since the county has elected to furnish no subsidy whatsoever. In order to survive, therefore, the EMS Department must compete successfully with providers of non-emergency transfer service for a substantial portion of its operating revenues. And the department must also provide clinically excellent emergency service, with superb response time performance, with an efficiency equal to that of the most efficient and successful private-for-profit ambulance companies.

In short, the parties recognize that an important experiment is at hand:

Can a labor/management partnership be developed in a government operation--a partnership so effective in promoting productivity that the government provider

ADDENDUM TO CITY OF FORT WAYNE/IAM MASTER CONTRACT
FOR EMS PERSONNEL

I. Productivity and Experimental Nature

The undersigned parties recognize that the City's Emergency Medical Services (EMS) Department has recently accepted responsibility for providing advanced life support (ALS) service on a countywide basis, subject to performance evaluations of both efficiency and effectiveness conducted by organizations which are external to both of the parties to this agreement. It is recognized that the Board of Directors of the Three Rivers Ambulance Authority shall have the power and duty to assess the economic efficiency of the EMS Department as a contracted provider, and that should the EMS Department fail to perform efficiently, as compared with private providers of similar services, it shall be the duty of the Authority to replace the EMS Department with a contracted private provider.

The parties also recognize that the Emergency Medical Services (EMS) Foundation, Inc. shall have the power and duty to judge the clinical and response time performance of the EMS Department, and should such performance be found substantially and chronically deficient, the EMS Foundation shall have the power and duty to require that the EMS Department be replaced by a competitively selected private provider of services. Any such private provider so selected shall be required to comply with the terms and conditions of the master contract and this addendum.

Contract level--approximately \$26.94 per "unit hour," including all personnel costs, both labor and management.

B. Personnel cost per billable run. (A "billable run" is a term used to define an ambulance run during which a patient was transported, thus excluding "no hauls" and "turn arounds.") Through the effective recruitment of off-peak non-emergency transfer service, it is the intention of the parties to nearly double the volume of "billable runs," thereby substantially reducing the total personnel cost per billable run as compared with similar costs prior to initiation of the Interim Contract--that is, approximately \$96.65 per billable run.

C. Response time performance. Prior to the Interim Contract, nearly one half of all response times in the City were in excess of eight minutes. It is the goal of the parties to improve productivity to achieve a response time of less than eight minutes on ninety percent of all runs in the entire metropolitan area of the county, without increasing either the personnel cost per run or the personnel cost per unit hour.

can be favorably compared with the most efficient high quality providers of similar services in the private sector?

The purpose of this agreement is to furnish the foundation for a partnership in productivity and efficiency in which management and labor shall have equal incentive and responsibility to greatly expand productivity.

While the provisions of this contract do allow for increased compensation per person, and some increase in manpower, it is the intention of the parties that measurable increases in productivity shall far exceed both the cost of increased compensation and the cost of additional manpower over the term of this agreement.

Finally, the parties hereby express their mutual intention to pursue increased productivity as generally defined as follows:

- A. Personnel cost per "unit hour". (A "unit hour" is a term used to define one hour of availability for service of a fully equipped and staffed ambulance.) Through the use of more efficient shift schedules, manning of ambulances by management personnel, and other arrangements, it is the intention of the parties to hold the overall personnel cost per "unit hour" to the pre Interim

the EMS Department shall be required to compete for future contract work in a competitive bid process. The parties recognize that clinical excellence, response time performance, and reasonable production efficiency are essential to the Department's success as a bidder in open competition with private companies. But in addition to these important performance factors, the overall reputation of the Department as an EMS provider can also play an important role in determining the outcome of a competitive bid process. In that regard, it is a goal of this agreement to promote professional conduct and courteous behavior on the part of every member of the Department's work force--both management and labor, and to impose strong controls to insure that the positive reputation built by high performance personnel is not destroyed or damaged by others.

- G. Increased responsibility and accountability of field personnel. An important factor in establishing the overall production efficiency of the Department is the ability of the Department to control losses from theft, abuse, or neglect of vehicles, on-board equipment, and expendables and supplies. It is a purpose of this agreement to substantially increase the responsibility and accountability of field personnel as regards prevention of theft, abuse, or neglect of

D. Clinical excellence. Prior to the Interim Contract, there was no external method of evaluating the clinical performance of the Department. With the establishment of the EMS Foundation, medical protocols and physician supervised medical audits shall become routine. It is the goal of the parties to maintain clinical performance productivity at a level equal to or in excess of the reasonable expectations of the EMS Foundation.

E. Non-emergency transfer service. The parties recognize that the Department will rely heavily upon revenues from competitively acquired non-emergency transfer business. The ability of the Department to recruit and retain a substantial volume of such non-emergency transfer work is essential to the Department's financial survival, and shall be considered an important measure of productivity. The manner in which Department personnel, both management and labor, recruit such business, handle telephone requests and dispatching for non-emergency service, and carry out transfer work will have an important impact upon the future of both parties in the ambulance service industry.

F. Professional conduct and courtesy. The parties recognize that, periodically, as required by law,

Master Contract shall remain in effect for unionized employees of the EMS Department, except as they may be specifically modified by provisions of this addendum.

IV. Accumulated Comp Time Payoff

As provided for in Section 8, "Intention to Provide for Payment of Accumulated Comp Time," of the Interim Contract executed by the parties on the 13th day of July, 1981, the Department hereby agrees to make payment in full for all comp time accumulated prior to the effective date of the Interim Contract, less comp time allowed off during the term of the Interim Contract. The parties hereby agree that the following table reflects accurately and completely the full amount of pay owed by the Department to each employee for comp time under the terms of this provision, and the Department agrees to make payment in full in the amounts shown in the far right column below within thirty days after the date of execution of this agreement:

equipment and supplies--even to the extent that, under certain defined circumstances, it shall be the responsibility of the employee to repair or replace lost or damaged equipment and supplies at the employee's personal expense.

The parties recognize that a labor agreement deliberately and primarily designed to improve measured productivity in defined areas of performance, and to provide for a sharing of the resulting benefits and savings by both the taxpayer/consumer and Department personnel, is highly experimental--especially in the public sector of the economy. It is, therefore, also recognized that, in drafting this agreement, the parties have little history from similar attempts of others to rely upon to guide the negotiation process. Thus, the parties agree to cooperate over the term of this agreement to discover and resolve problems which may be expected to result from reasonably unforeseeable mistakes and omissions in the terms of this agreement as well as in its application in practice.

II. Term of Agreement

The term of this agreement shall begin on November 1, 1981, and shall end coterminously with the IAM Master Agreement--that is, Midnight, March 2, 1985.

III. Provisions of IAM Master Contract Incorporated

This agreement is intended to operate as an addendum and modification to the IAM Master Contract. All provisions of the IAM

M. Pequignot	232.375	0	232.375	6.401	1,437.43
A. Placencia	120.5	0	120.5	6.401	771.32
D. Ranes	162.8	0	162.8	7.572	1,232.72
R. Raypole	28.625	22.142 hrs	6.483	7.572	49.09
J. Schafer	118.62	12.0 hrs	106.62	7.572	807.33
B. Sherwood	77.425	21.7 hrs	55.725	7.572	421.95
R. Shupe	16.97	13.32 hrs	3.65	7.572	27.64
H. Swick	119.375	2.083 hrs	117.292	7.572	888.14
L. Waterman	446.82	8.333 hrs	438.487	7.572	3,320.22
P. Wiley	26.875	0	26.875	7.572	203.50
B. Witte	18.75	16.0 hrs	2.75	7.509	20.65
B. Wolf	305.625	0	305.625	7.572	2,314.19
J. Woodruff	320.235	17.0 hrs	303.235	7.988	2,422.24
K. Wyss	179.125	14.642 hrs	164.483	7.988	1,313.89

NAME	COMP TIME HRS. EARNED 1980-1981	COMP TIME TAKEN DURING INTERIM CONTRACT	NET COMP TIME HOURS FOR WHICH COMPENSATION OWED	CURRENT HOURLY RATE STRAIGHT TIME W/O SHIFT DIFF.	AMT. OWED EMPLOYEE FOR ACCUM. COMP. TIME
R. Aufer	308.2	0	308.2	\$7.988	\$ 2,461.90
J. Berger	162.625	2.499 hrs	160.126	7.572	1,212.47
S. Brown	254.2	0	254.2	7.988	2,030.55
R. Busian	216.445	0	216.445	7.572	1,638.92
A. Chaney	2.715	0	2.715	7.572	20.56
R. Coleman	180.725	15.0 hrs	165.725	7.572	1,254.87
S. Cureton	304.125	16.866 hrs	287.259	7.572	2,175.13
G. Dusek	193.525	0	193.525	7.988	1,545.88
M. Dusek	26.25	24.353 hrs	1.897	7.572	14.36
R. Ewing	33.5	15.0 hrs	18.5	7.572	140.08
J. Fisher	257.75	0	257.75	7.572	1,951.68
J. Gore	16.29	0	16.29	9.320	151.82
M. Harrier	137.625	14.749	122.876	7.572	930.42
D. Jansma	137.35	0	137.35	7.572	1,040.01
R. Jones	131.875	0	131.875	7.572	998.56
W. Kerr	393.25	0	393.25	6.401	2,517.19
W. Kunkle	155.325	12.81 hrs	142.515	7.988	1,138.41
J. Lahrman	83.875	3.333	80.542	6.401	515.55
T. Longsworth	340.25	0	340.25	7.572	2,576.37
C. Miller	146.0	0	146.0	7.572	1,105.51
C. Noble	125.725	0	125.725	7.572	951.99

<u>Shift Description</u>	<u>Hours Worked</u>
1. 24 hrs on/48 hrs off	56 hrs/week-average
2. (2) 24 hr and (1) 8 hrs per week	56 hrs/week-average
3. 12 hour shifts (4 on/4 off)	42 hrs/week-average
4. Modified 4 on/2 off 8 hr shifts. Includes 12-hr shifts when schedule falls on Friday and/or Saturday, in exchange for exclusion from Sunday work. Additional shifts may be periodically assigned so that total hours worked average 40 hrs per week.	40 hrs/week-average
5. 8 hrs per day/5 days per week	40 hrs/week
6. Rover's rover. This shift will involve not less than 40 hrs per week nor more than 56 hrs per week, and shall be used to provide coverage for persons taking vacations or sick leave. Rovers' rover shall be guaranteed not less than two days off each week, averaged monthly, and shall not work more than seven consecutive days. Rovers shall not be required to work more than 50% of the unions recognized holidays.	40 to 56 hrs/week-average
7. Such other shifts as may be developed and mutually agreed to by the parties during the term of this agreement.	As mutually agreed

- B. Vehicle Coverage and Post Assignment. It shall be management's right, after consultation with the Scheduling Officer, to determine and establish the number of ambulances to be staffed at all times, and such number may be varied by time of day and

V. Scheduling of Emergency Vehicle Coverage and Assignment of Shifts

The parties recognize that demand for both emergency and non-emergency ambulance service fluctuates widely, depending upon time of day, day of week, special events, and to some extent, season and climatic conditions. It is also recognized that a major factor contributing to efficiency of operations and response time performance is the continuously improved precision scheduling of vehicle coverage in anticipation of these fluctuating demand patterns. It is the intention of the parties to provide for regular analysis of both patterns of demand and response time performance, and to utilize the findings from these analyses to create the most efficient possible patterns for scheduling vehicle coverage and shift assignments among personnel, while maintaining response time reliability and timely provision of non-emergency transfer service in accordance with reasonable standards.

To effect such efficiencies, the following provisions shall be utilized by the parties to govern the scheduling of vehicle coverage and the assignments of shifts among personnel:

- A. Shifts available. Each of the unionized employees of the Department shall be assigned to work one of the following shifts:

assign its own supervisory personnel, and the three SO's (defined in Section VI below) to shifts, vehicles, and posts prior to the conduct of the shift bid process.

- D. Bid Process. The shift bid process shall be conducted once every six months, provided, however, that management shall have the right to develop vehicle coverage and post assignment plans which may change during the term for which the bid is being conducted, to account for seasonal fluctuations. In addition, management may, at its option, alter the vehicle coverage and post assignment plan at any time during the six months while a coverage plan is in effect, if it is determined that the coverage plan currently in effect is failing to produce acceptable response time results, adequate provision of non-emergency transfer service, or is causing personnel problems of a substantive nature. Should such a mid-term change in a coverage plan be necessary, it shall be the prerogative of the Scheduling Officer to determine whether a completely new bid process shall be conducted, or whether the required adjustments can best be made through negotiated reassignment of personnel without conducting a complete bid process.

day of week, and to account for holidays and special events. Management shall also have the right to decide the posts to which these ambulances shall be assigned, post priority for dispatching, and post changes which may occur on an hourly basis. Furthermore, management may assign current management level and supervisory personnel (i.e., not unionized) to man any vehicle so designated by management, and may define the post location(s) for such vehicle(s), provided that management must make such assignments known to the Scheduling Officer prior to the conduct of any regularly scheduled shift bid process. Current Scheduling Officer to remain in position until January 1, 1983, at which time position shall go up for bid.

- C. Shift Assignment. The Scheduling Officer shall be responsible for designing shift coverage plans as appropriate to obtain the vehicle coverage and post assignment requirements set by management, after consultation with the Scheduling Officer. Furthermore, the Scheduling Officer shall be responsible for conducting periodic shift bid processes to determine the assignment of the available shifts to personnel on a seniority basis. Provided, however, that management may

transfer shall mean any intercounty patient transfer. Any transfer made within Allen County by off-duty personnel shall be paid for at a flat rate of \$15.00 per paramedic plus waiting time at \$5.00 per hour per paramedic.

- F. On-Call Status. Every unionized employee of the Department may be required to remain ready and available for duty on an on-call basis up to a maximum of two 24-hour periods per month. The Scheduling Officer shall conduct a separate seniority bid process to determine the scheduling assignments of these on-call days, and may, if necessary, assign on-call days on a mandatory basis. The Scheduling Officer shall maintain on-call coverage in such a manner as to insure that two persons, at least one of whom is a qualified senior paramedic, 24-hours per day, seven days per week. Persons providing such on-call coverage shall be free to move about the community in an unrestricted manner provided that they shall keep a pager with them at all times, insure that the pager is fully charged, remain within reliable paging range, conduct themselves in a manner which will allow them to assume medic duties within not more than thirty minutes of notification, and

E. Extra Coverage, Long-Distance Transfer Work.

The above provisions of this Section V deal with the scheduling and placement of ambulances and personnel to provide regularly scheduled ambulance coverage of the city/county. However, from time to time the Department may be required by the Three Rivers Ambulance Authority to provide additional coverage at special events, additional long-distance patient transfer services, and other services in addition to regularly scheduled coverage. If called upon, the Scheduling Officer shall, on a seniority basis, and on a mandatory basis if necessary, provide paramedic personnel for coverage at special events, and for such additional coverage, the Department shall pay \$6.00 per hour per person, or in any case where such special coverage is for three hours or less, a flat rate of \$20.00 per person. If the Department is called upon to provide long-distance out-of-town transfer services, and management feels that such service cannot be provided using regularly scheduled personnel, the Scheduling Officer shall furnish additional personnel, offered on a seniority basis or on a mandatory basis if necessary, and personnel working these out-of-town transfers shall be paid a flat rate of \$25.00 plus 25¢ per loaded mile per paramedic. For purposes of this provision, an out-of-town

VII. Non-Union Employees

Non-union management employees shall, in the interest of utilization of full-manpower resources to the fullest, on occasion as well as regularly perform bargaining unit work in contravention of terms of the Master Contract. Such work shall include but not be limited to manning regularly scheduled vehicle assignment, conducting occasional emergency and non-emergency transfer work to handle or avoid peak-period overload, long-distance transfer work, and special events coverage.

VIII. New Employees Hired

Management agrees that, as rapidly as possible, a program shall be developed to upgrade all existing BLS personnel to paramedic status. In addition, no BLS persons may be hired by the Department for ambulance crew work unless such individuals are enrolled in or have signed up for and been accepted into a paramedic training program. A probationary period for any new employee of the Department whether paramedic or BLS, shall be six months, during which time such employee shall not be a member of the bargaining unit, but shall be subject to the shift schedule bid process on a seniority basis.

IX. Overtime Pay

Any work required by management of an employee in excess of that employee's assigned shift schedule shall be paid at the overtime rates stipulated below and shall not be subject to "comp time." The overtime rates for all employees are hereby established in accordance with the following table:

shall generally have personal transportation available to be able to report for work within not more than sixty minutes of notification.

VI. Use of S.O.'s

Management shall have the right to identify unionized employees and to assign to such employees, at management's full discretion but with the consent of the employee, certain additional responsibilities of an administrative but not supervisory nature, and to pay such employees additional compensation, determined by management, for the acceptance and performance of such additional duties. In order to allow for scheduling of personnel with such additional duties such personnel may be assigned by management to shifts as necessary to facilitate the carrying out of such additional duties, as provided for in Section V of this Amendment. Persons occupying these special positions shall be referred to as "S.O.'s," and the three individuals occupying these S.O. positions at the time of execution of this agreement shall remain in those positions, at management's option, but henceforth, management shall entertain applications from field personnel on not less than an annual basis, in order to give equal opportunity to all field personnel interested in acceptance of these additional responsibilities. However, management shall retain the right to fill these special assignment positions strictly on the basis of qualifications, as assessed and determined by management.

EMS Department or for another company or for a combination of these. Rules governing time-off requirements shall be as follows:

No unit employee shall work more than 16 consecutive hours unless said individual is afforded 8 hours in which to sleep, and a suitable sleeping quarters. If no such arrangements are made said employee must have at least 8 hours off, to rest and refresh him or herself before returning to work and each employee must have at least (1) one 24 hour period off work per week. In no case shall any employee work (7) seven consecutive days without at least (1) one 24 hours period off. Overtime shall be offered according to seniority. The most senior person the shift needed shall be offered overtime first.

XI. Vacation Time/Sick Leave Provisions

As of the effective date of this Amendment, the Vacation Time/Sick Leave provisions of the Master IAM Contract shall be recognized as applicable to unionized employees of the EMS Department. However, it is the intention of both parties to negotiate new vacation time and sick leave provisions for inclusion in this Amendment over the next four months. It is the intention of the parties to negotiate vacation time provisions largely consistent with vacation time provisions of the Master Contract, except that special provisions may be necessary to provide equity in light of the fact that various employees in the EMS Department may work longer or shorter work weeks depending upon the assigned shift schedules.

TABLE OF OVERTIME PAY RATES

	Base Overtime Rate	New Hires After November 1, 1981 (80% of base) Less than One yr.	(90% of base) 1 - 2 yrs	(95% of base) 2 - 3 yrs
B.L.S.	\$9.60/hr	\$7.68/hr	\$8.64/hr	\$9.12/hr
B.L.S. Paramedic Student	10.33/hr	8.26/hr	9.29/hr	9.81/hr
A.L.S. Paramedic				
Jan. 1, 1982	11.35/hr	9.08/hr	10.21/hr	10.78/hr
July 1, 1982	11.77/hr	9.41/hr	10.59/hr	11.18/hr
Jan. 1, '83 thru Dec. 31, '83	12.21/hr	9.76/hr	10.98/hr	11.59/hr

X. Time Off Required

It is in the interest of management, labor, and patient care, to provide work assignment rules which will insure that ambulance personnel are reasonably rested and refreshed at the start of each assigned shift. Therefore, the shift scheduling rules defined below shall serve to restrict management in assigning shifts to non-union personnel, the Scheduling Officer in assigning shifts and special work assignments to unionized personnel and to restrict the personnel themselves in working out shift "trades." Work performed by an employee moonlighting for another company, ambulance company or otherwise, shall for purposes of this provision be considered the same as work performed for the EMS Department. That is, it is the intent of the provisions to insure against poor performance or unprofessional conduct which may result from excessive hours and overwork, regardless of whether such overwork was performed for the

- C. Taking personal leave or vacation time without prior approval from the Scheduling Officer and,
- D. Improper notification of illness.

It shall be the responsibility of each employee to notify the supervisor and/or the Scheduling Officer at least 24 hours in advance of any absence. Personal trades shall be made as far in advance as possible by the affected employees, and shall be granted before the trade is to take place by the Scheduling Officer and the Shift Supervisor on duty. Trades made at the last minute may be granted if said trade does not affect normal company operations in any adverse way, and there shall be no trades granted where an ambulance would be staffed without at least one qualified senior paramedic on board. No trades, vacation, or personal time shall be granted, unless first reduced to writing and no time shall be granted by verbal communications. If any employee requests and receives time off due to illness, and is later determined to have been ineligible for sick leave in accordance with Contract provisions, the Department's cost of replacing that employee during the time off shall be retrospectively calculated and deducted from that employee's pay at the overtime rate.

When an employee is going to miss work because of illness, that employee shall notify the Supervisor and the Scheduling Officer at least 8 hours in advance of his or her shift. The only exception to this policy shall be emergencies or sudden onset of an illness. Any employee waiting until the last minute to

In addition, the parties intend to research and investigate and negotiate sick leave provisions based upon a combination of an unlimited sick leave arrangement with a tied-in loss of wages commercially insured package. However, the parties recognize that research, investigation, and negotiations of these provisions will require more time than is available prior to the necessary effective date of this agreement.

XII. Unauthorized Absence

For each hour of unauthorized absence by an employee, an amount equal to that employee's overtime rate per hour shall be deducted from that employee's pay and paid into the Overtime Account as provided for in Section XIV hereof. If on-call personnel are called in to cover for an unauthorized absence, not less than four (4) hours shall be deducted from the absentee's pay at the overtime rate. The employee shall have this amount deducted from his or her paycheck, unless very unusual and unforeseen circumstances beyond the employee's control were the direct and obvious cause of the failure to report. An unauthorized absence, for purposes of this provision shall include but not be limited to:

- A. The employee failing to show up for his or her shift without notification and authorization by the Supervision and/or the Scheduling Officer;
- B. Making a personal trade in which the employee who agreed to cover fails to show up for said shift; said employee failing to show will have the deduction made from his paycheck,

of this Addendum, and in accordance with the union guidelines.

- B. The Scheduling Officer shall have the authority to grant or deny vacation time in accordance with provisions of the union contract. Vacation time shall be subject to seniority bid on an annual basis, with opportunity for voluntary adjustment of the vacation schedule on a semi-annual basis. However, no vacation time shall be granted which will allow more than two employees on the same shift to be on vacation simultaneously, unless extra personnel are available.
- C. The Scheduling Officer shall have the authority to assign mandatory overtime and to conduct bid processes for on-call coverage as necessary to insure complete ambulance coverage.
- D. The Scheduling Officer shall resolve day-to-day scheduling problems.
- E. The Scheduling Officer shall cover all shifts left vacant due to illness or injuries.
- F. The Scheduling Officer shall insure that labor has adequate opportunity to take accrued personal and vacation time, without disrupting normal company operations.
- G. The Scheduling Officer shall utilize personnel in the most efficient manner so as to minimize utilization of the overtime account as much as possible.

call in when he or she should have known in advance and neglected to notify the Supervisor and the Scheduling Officer 8 hours in advance, shall remain responsible for that shift and for seeing that said shift is covered.

XIII. Scheduling Officer

In the event the Department experiences scheduling problems, excessive overtime, excessive and valid complaints about the Scheduling Officer's handling of his or her duties or other problems associated with the conduct of the Scheduling Officer, the Department may, at its option, require the position be bid, or management may reassign the duties of the Scheduling Officer to a non-union management person. That is, labor shall have the power to conduct its own scheduling so long as, and only so long as such scheduling activities are professionally conducted, and carried out in a manner acceptable both to management and labor.

However, management has no incentive to reassign the duties of the Scheduling Officer to a non-union employee, and therefore management shall not exercise its option to reassign these responsibilities arbitrarily or without cause. The duties of the Scheduling Officer shall be as follows:

- A. The Scheduling Officer shall have authority to manage bid processes and schedule all personnel as necessary to fulfill management's needs for ambulance coverage, long-distance transfer service, and special events, in accordance with the terms

rate. It is the purpose of this provision to share with labor the savings realized from the efforts of the Scheduling Officer, and the cooperation of the labor force in working to reduce utilization of the Overtime Account. To provide such incentive, a projected overtime account shall be established effective December 1, 1982, and each twelve months, actual utilization of the projected overtime account shall be calculated as shown immediately below, and in the event actual overtime account utilization is less than that projected at the start of the twelve month period, an amount equal to 50% of the savings realized shall be distributed among those Department personnel, both management and labor, who contributed to reducing the overtime account utilization by providing vacation and sick leave coverage at straight time rates, or in the case of management personnel, at no additional compensation. Provided, however, that all persons eligible for participation in this bonus program shall first vote to allocate a portion of the total bonus available to the Scheduling Officer. After reducing the bonus amount by the amount allocated to the Scheduling Officer by participating employees, the remaining bonus amount shall be distributed to participating employees on a prorata basis in accordance with the number of vacation time, sick leave, and unexcused absence hours worked at straight time rates of pay (or for management personnel, at no additional pay) by each individual as a percentage of the total of such hours relieved by all participating employees. It shall be the responsibility of the Scheduling Officer to maintain complete and accurate records of Overtime Account utilization, and the

- H. The Scheduling Officer shall keep accurate and concise overtime records, sicktime records, and shall report any abuse of sicktime to management.
- I. The Scheduling Officer shall maintain accurate records of all vacation time, earned and taken, along with personal time.
- J. The Scheduling Officer shall check and record time cards and shall keep accurate payroll records.
- K. The Scheduling Officer shall see that payroll slips are filled out correctly, signed, and sent to payroll.
- L. The Scheduling Officer shall pick up payroll checks, check to see that these are correct before distribution to company employees.
- M. The Scheduling Officer shall use best efforts to keep peace and harmony between management and labor.
- N. In the absence of the Scheduling Officer due to vacation time and sick leave, the Scheduling Officer shall appoint and supervise an alternate Scheduling Officer.

XIV. Overtime Reduction Incentive Plan

The parties recognize that it shall be the responsibility of the Scheduling Officer to use best efforts to cover vacation and illness related absences, as well as unexcused absences, with "trades" and other means of providing such coverage at straight time, rather than at the time-and-one-half overtime

time of replacement, and reduce downtime of manned units resulting from on-duty breakdown. However, the parties recognize that the development of such a maintenance incentive plan will require additional analysis, study, and negotiation and the parties agree to negotiate in good faith to develop such a plan over approximately the next four months after the execution date of this Addendum.

XVI. Uniform Allowance

In the past, uniforms have been provided by the Department but the parties hereby agree that, effective January 1, 1982, uniforms shall be furnished and maintained by employees. An annual uniform allowance of \$250 per employee shall be furnished by the Department annually, and it shall be exclusively and entirely the responsibility of the employee to acquire and maintain uniforms consistent with Department policy. There shall be no circumstances under which the Department shall be responsible for replacing clothing of personnel, even if such clothing is damaged while on duty and during the normal course of that employee's work. Furthermore, each employee shall at all times maintain a clean and professional appearance in strict accordance with Department uniform and grooming policies.

XVII. Subcontracted Ambulance Services

The parties recognize that the primary responsibility of the EMS Department is to provide emergency coverage and response, but that the Department shall also have important responsibili-

contributions of each employee in helping to save Overtime Account expenditures. The distribution of the annual total bonus from overtime savings shall be calculated as follows:

OVERTIME ACCOUNT BONUS PLAN

	1)	Projected overtime budget for year
PLUS:	2)	Contributions to OT Account deducted from pay of personnel absent without valid excuse--deducted at time-and-one-half rates shown in Section IX.
<hr/>		
EQUALS:	3)	Adjusted overtime budget for year
LESS:	4)	Total actually paid from Overtime Account to cover absences due to sickness, accidents, vacation, personal time, unexcused absence, and shift overruns due to late relief, getting a run near shift end, or any valid reason for overtime.
<hr/>		
EQUALS:	5)	Balance remaining in Overtime Account (if any)
÷ 2:	6)	Portion of OT savings eligible for bonus payments
LESS:	7)	Amount allocated by participants to Scheduling Officer
EQUALS:	8)	Net bonus amount to be paid on prorata basis to eligible participants

XV. Maintenance Incentive Plan

It is the intention of the parties to this agreement to develop an equipment and maintenance incentive plan, the intent of which shall be similar to that of the overtime reduction incentive plan discussed under Section XIV above. This maintenance incentive plan shall be designed to provide for shared savings in vehicle and on-board equipment maintenance costs, savings resulting from extended useful equipment life beyond scheduled

patients, or other behavioral problems which may reasonably be attributed to a combination of personnel acting as a "bad influence" upon their performance in the field.

Similarly, no senior paramedic may be required to work with any other person on a regularly scheduled shift for more than ninety days. In the event a senior paramedic requests reassignment of his or her partner, the Shift Supervisor shall attempt to resolve the problem through cooperative discussion with the parties but if such an attempt fails, the Scheduling Officer shall attempt to reassign the individual to another senior paramedic willing to accept such reassignment, and assuming acceptable revisions of assignments to other affected employees can be voluntarily achieved. However, if no such voluntary reassignment can be arranged by the Scheduling Officer, the Scheduling Officer shall cause the change to be effected during the next upcoming shift bid process, and may require the acceptance of the individual being reassigned by any senior paramedic other than the one originally requested such reassignment. In the event the second senior paramedic, after ninety days, also requests removal of the same individual, that individual shall be automatically terminated, unless another senior paramedic is willing to accept on a voluntary basis the assignment of that individual. In other words, an individual may be terminated solely due to the fact that no other employee wishes to work a regularly scheduled shift with

ties in the area of non-emergency transfer service. Therefore, management reserves the right to contract with unionized or non-unionized outside firms to handle the Department's non-emergency ambulance transfer service during periods of system overload or potential system overload when the acceptance of a non-emergency call may, in accordance with Department policies, unduly jeopardize the readiness of the department to perform emergency work.

XVIII. Assignment of Partners

During the shift bid process, personnel may, at their option, choose to bid shifts so as to maintain the ability to work with specific partners. However, when such "buddy bidding" practice occurs, the team shall bid in the sequence of the seniority of the least senior member of the team.

Furthermore, the parties recognize that the intense close working relationship of an ambulance crew requires mutual trust and cooperation if long-term high performance and efficiency is to be realized. Therefore, management reserves the right to require the separation of any two employees working the same ambulance unit, provided that management must have cause for requiring such separation, such cause to include but not be limited to chronic inability of the pair to get along, chronic problems with mischief, disputes with supervisors, disputes with dispatchers, complaints from hospitals, nursing homes, or

companies. An important element of professionalism and efficiency is the willingness of personnel to accept full responsibility for the equipment and supplies used by these personnel in the performance of their duties as ambulance crews. Therefore, it is hereby agreed that, at the start of each shift, the designated senior paramedic on that shift shall sign to accept full responsibility for the vehicle, on-board equipment, and supplies, and until all such equipment and supplies are either turned in at the end of the shift to supervisory personnel, or turned over to and accepted by another senior paramedic beginning a new shift, the proper care and operation of all such equipment shall be the complete responsibility of the senior paramedic.

It is the intention of this provision to make senior paramedics legally and financially responsible for the care and proper use of the equipment provided them for the performance of their duties. That is, any equipment or supplies which are damaged, lost, or stolen due to abuse or negligence on the part of either member of that ambulance crew shall be repaired or replaced at the expense of the senior paramedic responsible for the equipment at the time the damage or loss occurred. The only exception to this provision shall be damage to the vehicle resulting from its improper operation by the driver in which case the cost of replacement or repair shall be charged to the driver rather than to the senior paramedic.

that individual; provided that each employee shall have the right to at least one mandatory reassignment for a ninety-day period prior to termination for this reason.

Finally, during the shift bid process any unionized employee shall have the right to stipulate his or her desire not to be teamed with another person, provided that only one such other person may be identified for such exclusion during any bid process. As the bid process is conducted, any shift previously awarded to a person of higher seniority shall be considered closed to a person of lower seniority who has been designated by the person of higher seniority to be excluded from his or her team. If during a bid process an individual is so excluded from all shifts otherwise available to that person at that stage in the shift bid process, the Scheduling Officer shall override an exclusion request selected by the Scheduling Officer and shall assign the excluded individual to a team for a period of ninety days. As noted above, if any individual has been assigned to two teams for not less than ninety days per assignment and no other senior paramedics wish to accept the assignment of this person to their team, the individual shall be automatically terminated.

XIX. Responsibility for Equipment and Supplies

The parties recognize that it is the intention of this contract addendum to promote productivity and professionalism in the EMS Department to enable the Department to compete on equal grounds and with the most efficient and best managed private ambulance

result of abuse or negligence on the part of the ambulance crew, the employee may appeal the assessment to the EMS Hearing Committee. If the EMS Hearing Committee agrees that the assessment has been fairly made by management, the assessment shall stand, and no further appeal shall be available. However, if the EMS Hearing Committee feels that the assessment was unfair or excessive, the Hearing Committee may recommend a reduction in the amount assessed, and if the Department accepts the Hearing Committee's recommendation, the adjusted assessment shall stand, and no further appeal shall be available. If the EMS Hearing Committee feels that the assessment was totally without validity, it shall recommend that the assessment be withdrawn by the Department, and if the Department accepts this recommendation by the Hearing Committee, the matter shall be closed. However, if the Department disagrees with the recommendations of the EMS Hearing Committee, the Hearing Committee may, at its option, submit the matter for consideration for arbitration as provided for in the IAM Master Contract. If the arbitration request is so denied, the assessment of the Department shall stand, and no additional avenues of appeal shall be available. But if the matter is accepted for arbitration, the rules of arbitration set forth in the IAM Master Contract shall apply.

For purposes of this section, any equipment or supplies checked out at the beginning of a shift, and which are unaccounted for or damaged at the end of that same shift, shall be automatically considered lost or damaged due to the abuse or neglect of

In case of damage to the vehicle resulting from a driving accident which is found to be the fault of the ambulance driver, the maximum liability of the driver shall not exceed the insurance deductible owed by the Department to effect the required repairs, and such deductible shall not exceed \$500.00 per accident. For lost, stolen or damaged on-board equipment and supplies, the senior paramedic shall be responsible for the full repair or replacement costs, up to a maximum of \$500, unless the senior paramedic can show that he or she used best efforts to prevent such damage or loss by the other crew member, in which case the repair or replacement costs shall be charged against the other crew member.

In the event such an assessed charge exceeds \$300.00, the Department shall arrange to deduct not more than \$100.00 from each paycheck of the responsible party, until the debt is satisfied. Employees who desire to obtain their own insurance to cover these possible consequences may do so, and the Department shall cooperate with insurers in processing such claims. However, failure on the part of an insurance company to reimburse the Department for such claims shall not relieve the responsibility of the involved employee to make financial restitution.

In the event an employee against whom such an assessment has been charged feels such assessment is unwarranted on grounds that the loss or damage did not occur, or that the amount assessed was excessive, or that the loss or damage was not the

The EMS Hearing Committee shall consist of the Scheduling Officer who shall chair the Hearing Committee, the three Stewards, plus one member from the I.A.M. Grievance Committee.

XXI. Discipline and Termination

The parties recognize that it is in the interest of labor to preserve the EMS Department's status as a contracted ambulance service supplier for the Fort Wayne area. If the EMS Department fails to provide clinical, response-time, and financial performance equal to that available from the best and most efficient advance life support ambulance companies in the country, the EMS Department shall be replaced by a competitively selected private provider. Thus, the best security for EMS management and labor alike is high performance, professional conduct, an excellent reputation with the general public and the health care community, and the elimination of sources of poor performance and inefficiency. Therefore, the following categories of performance problems and applicable consequences shall apply in governing the application of discipline and termination decisions for employees of the EMS Department:

- A. Loss of state/local certification. If at any time, for any reason, any unionized employee of the Department is without benefit of state and local licenses or certifications required by state law and/or local ordinance for performance of the duties of that employee, the employee shall be immediately suspended without pay, and shall be given a reasonable opportunity to correct the

the crew, and it shall be the responsibility of crew members to demonstrate the validity of any claim by crew members that such loss or damage was due to factors beyond the reasonable control of crew members, and was not due to the abuse or neglect of the crew.

XX. EMS Hearing Committee

The parties recognize that the work of the EMS Department and the EMS personnel is highly specialized and highly technical, and is subject to review and audit by two local authorities--the EMS Foundation and the Three Rivers Ambulance Authority. Because of these extremely specialized, technical, and externally evaluated performance requirements, the parties hereby establish an EMS Hearing Committee for purposes of hearing grievances of unionized EMS Department personnel. This EMS Hearing Committee shall operate in lieu of the IAM Grievance Committee where grievances involve unionized employees of the EMS Department. Furthermore, the parties recognize that many grievance procedures appropriate to the affairs of non-EMS Department members of the IAM must be considered inappropriate, and possibly even deadly, if applied in the case of paramedic personnel. Therefore, the provisions for discipline and termination outlined in Section XXII below shall generally govern the operation of grievance procedures involving EMS Department union personnel.

behavior which endangered the first life involved willful misconduct, gross negligence, or clear incompetence.

C. Performance indirectly dangerous to human life.

For acts of misconduct, negligence, or incompetence which are found to indirectly endanger human life, the employee may be suspended without pay for up to two weeks on the first incident, and may be additionally suspended without pay or terminated upon subsequent incident, depending upon the seriousness of the incident and upon the employee's general record of performance. Incidents of this type may include but not be limited to: failure to obey a dispatcher directive, failure to report an act of negligence, misconduct, or incompetence by a partner or other EMS personnel, failure to follow approved medical protocol, failure to maintain equipment in good working order, failure to respond to a dispatch alert within reasonable guidelines established by the department, chronic delay in returning to service after arriving at patient's destination within reasonable guidelines established by the Department, reporting for work under the influence of alcohol, drugs, in a "hung over" condition, or unable to perform their duties in a professional manner. All of these instances are of a type

license/certification problem. If the license/certification problem is not corrected by the employee within ninety days, the employee may be terminated by the Department and replaced.

- B. Performance dangerous to human life. Any act of misconduct, negligence or failure to follow applicable medical procedure which may be reasonably viewed by trained paramedic personnel as dangerous to human life shall be subject to immediate suspension without pay pending a review of the incident by management and the EMS Hearing Committee. Such review shall take place within two weeks after the incident. After the hearing on the matter, management may require remedial training or other corrective action, and may continue the suspension without pay until such remedial action has taken place, or may require the employee to work in a reduced capacity at reduced pay (e.g., requiring a paramedic to function as a BLS person at BLS pay) until the corrective action has been completed. Depending upon the nature and seriousness of the incident, management may terminate the employee permanently after the hearing, if the nature of the incident involved a clear threat to human life resulting from a willfull act of misconduct or gross negligence on the part of the employee. That is, no employee shall have an automatic right to endanger a second life, if the

diagnose); a chronic pattern of unprofessional appearance or conduct; failure to keep equipment clean and presentable; or a general pattern of sullen and unfriendly attitude in dealing with patients, families, physicians, or employees of health care institutions.

- E. Performance adversely affecting the overall public image of the Department. Performance which adversely affects the overall local or national public image of the Department or the entire Fort Wayne area EMS system shall be subject to documented reprimand upon the first incidence, documented reprimand and not more than two working days of suspension without pay upon the second and third incidences, and additional suspension without pay or termination if a chronic pattern of misconduct of this type persists.

- F. Falsification of information, theft, other criminal acts. If any employee is known to have intentionally falsified information on an employment application, application for state or local certification, written report of patient care, testimony regarding the same or another employee during the process of a medical audit or hearing by the EMS Hearing Committee, or any other willful falsification of information of a substantive nature, the employee shall be terminated immediately. Similarly, any act of theft from the

which, while not necessarily directly dangerous to a particular patient's life, will if continued indefinitely, eventually endanger some patient.

- D. Performance adversely affecting revenues of the Department. For any act of negligence, misconduct, or incompetence which potentially or actually has an adverse effect on the ability of the Department to generate revenues which are essential to the Department's survival may result in suspension without pay for up to one week on the first incident, two weeks without pay upon the second incident, and additional suspension or termination upon subsequent incidents of this type. Examples of this type of incident shall include but not be limited to: being rude, discourteous, or otherwise unprofessional in dealing with patients, patients' families, hospital or nursing home employees, or any other person or persons whose goodwill and future business, emergency or non-emergency, may influence the Department's financial health; failure to complete or correct patient report forms necessary to proper conduct of the medical billing and collection process; discouraging patients requesting ambulance services from being transported due to the employee's opinion that ambulance transportation is not necessary (such judgments invite lawsuits, since ambulance personnel are not qualified to

repair costs; any chronic pattern of equipment failure, unaccounted for loss of supplies, poor mileage performance, or other pattern of excessive costs retrospectively attributable to the habits of a particular employee, the habit of being late for shift assignment, causing others additional difficulty; a chronic pattern of illness, scheduling changes, last-minute "trades," or other work habits which generally make life more difficult for coworkers and management. The parties recognize that in a department subject to heavy performance demands, but so small that one employee represents nearly 3% of the labor force, no chronic pattern of poor or troublesome performance can be allowed to persist.

XXII. Senior Paramedics

At the start of each ambulance shift, a "senior paramedic" shall be designated, who shall serve as senior paramedic throughout that entire shift. If a BLS person and an ALS or paramedic person make up a crew, the ALS or paramedic person shall automatically be the senior paramedic. If an ALS person and a paramedic make up the crew, the paramedic shall automatically be the senior paramedic. If two ALS persons or two paramedic persons make up the crew, and one of these has less than six months experience with the Department, the one with more than six months experience shall automatically be the senior paramedic. If two ALS persons or two paramedic persons,

department, or conviction for felony acts, whether on duty or not, shall result in immediate termination.

- G. Performance which adversely affects the ability of the Department to contain costs. For any act of an employee which adversely affects the Department's ability to contain costs, the following disciplinary measures shall apply: reprimand and required reimbursement to the Department as provided for in Section XX of this Addendum upon the first incidence; additional reprimand, additional restitution to the Department pursuant to Section XX, and suspension without pay for up to two working days for subsequent incidences; and if a pattern of such incidents persist, the employee shall be terminated. Examples of this type of incident shall include but not be limited to: abuse of vehicles by driving techniques which place unnecessarily severe strains upon drivetrain and other components; abuse of on-board equipment such as throwing a "handi-talkie" when angry (such incidents have occurred in the department); failure to care for and maintain the vehicle and on-board equipment in a reasonable and proper manner (neglect resulting in theft of on-board equipment); cruising in the ambulance rather than remaining at the assigned post, thereby burning up fuel unnecessarily and accelerating tuneup and

directions of the senior paramedic shall be considered a violation of Type B or Type C as generally defined under Section XXI of this Addendum.

Except as otherwise noted under Section XIX of this Addendum, the senior paramedic shall be responsible for restitution to the Department for all unaccounted for or damaged equipment or supplies during the shift period.

Every ambulance shall at all times be under the direct control of a qualified senior paramedic and no persons shall be a qualified senior paramedic unless that person has at least two years experience with the Department, or equivalent experience with a comparable advanced life support EMS provider, and unless the person has completed his or her six month probationary period with the Department, and unless the person holds an ALS or paramedic license. Effective January 1, 1983 senior paramedics must hold certification as paramedics, and an ALS certification shall then no longer suffice.

XXIII. Compensation

The parties recognize that the various provisions of this agreement substantially redefine the job description, workload, responsibility, accountability, and productivity of EMS Department personnel. Therefore, the parties recognize that an adjustment in the base salary of Department personnel is appropriate at this time. Compensation for unionized members of the EMS Department shall be governed by the following terms and conditions:

both of whom have more than six months experience with the department make up the crew, the crew shall decide at the start of the shift which individual shall function as senior paramedic for that shift, and if they are unable to decide themselves, the Shift Supervisor or Scheduling Officer shall designate one of them as senior paramedic for that shift.

It shall be the responsibility of the senior paramedic to check out the vehicle, on-board equipment, and on-board supplies at the start of the shift to accept responsibility for such equipment and supplies at the start of the shift, to sign for supplies restocked during the shift, to direct patient care, to govern the operation of the ambulance at all times, to see to it that both crew members perform professionally, courteously, and in accordance with all operating procedures and medical protocols, to supervise the other crew member at all times, to see that the emergency driving privileges are not abused, to maintain all equipment in good working order at all times, to report any incident which comes to the attention of the senior paramedic during the shift involving misconduct, negligence, or incompetence on the part of any Department employee, to oversee the filling out and collection of all patient report forms and to correct any reporting deficiencies on his or her own time if required by management, and to generally assume full and complete responsibility for the operation of that ambulance and its crew during that entire shift. Failure on the part of a crew member who is not acting as senior paramedic to follow the

ANNUAL SCHEDULE EMS DEPARTMENT -- ALL SHIFT SCHEDULES

NEW HIRES AFTER NOV. 1, 1981

	Base Pay	80% of Base (0 - 1 yr)	90% of Base (1 - 2 yrs)	95% of Base (2 - 3 yrs)
B.L.S.	\$15,700	\$12,560	\$14,130	\$14,915
B.L.S./Paramedic Student	16,900 Above rates to be effective December 31, 1983	13,520	15,210	16,055
A.L.S. Paramedic				
Jan. 1, 1982	18,500	14,800	16,650	17,575
July 1, 1982	19,250	15,400	17,325	18,287
Jan. 1, 1983 thru Dec. 31, 1983	20,000	16,000	18,000	19,000

- D. Extra work and overtime. The provisions governing overtime pay set forth in Section IX of this Addendum, and the provisions governing pay for extra work and long-distance transfer service set forth in Subsection V-E of this Addendum shall apply. There shall be no additional compensation for provision of on-call status coverage, as called for under Subsection V-F of this Addendum.

- A. Shift differential. There shall be no additional compensation paid for shift differential under the terms of this agreement for EMS Department personnel. (Previously, a shift differential of .35 cents per hour was paid for nighttime work, but under the terms of this Addendum, such practice shall be abolished, and no shift differentials shall be paid.)
- B. Holiday pay. Under the terms of this agreement, there shall be no additional compensation paid for work performed by employees whose shift schedules fall on holidays. (Previously, EMS Department personnel providing coverage during holidays were paid a bonus payment of \$75.00 in addition to their regular rate of pay. However, with the shift bid process being conducted in advance and on a seniority basis, and with "trades" being allowed, and given the salary adjustment set forth under Subsection C immediately below, the practice of holiday pay bonuses shall be eliminated.)
- C. Base pay and increments. The following schedule presents the agreed upon salary schedule for the EMS Department unionized employees:

upgrading, or the Department's average cost per employee of conducting its own ALS-Paramedic Training Program, whichever is less.

- F. Future raises. It is hereby agreed that, upon acceptance of this addendum and the salary adjustment package set forth in this Section XXIII, unionized employees of the EMS Department shall no longer bargain separately for salary increases, but shall enjoy the same provisions for increases in compensation as are available to all other IAM workers under the Master Contract. The first such applicable increases to be effective January 1, 1984.


E. Reimbursement of ALS--Paramedic training expenses for persons who have already achieved paramedic status. It is the intension of the Department to provide training opportunities to upgrade all ALS personnel to full-paramedic certification status over the next year at no cost to the employee. (The employee shall not, however, be compensated for time spent during such training.) However, the parties recognize that certain employees of the Department have, during the past year, voluntarily upgraded themselves at their own expense, to full-paramedic certification status, which has resulted in designation of the EMS Department by the State as a "Paramedic Provider." The Department recognizes that this designation by the State is of material benefit to the Department, and furthermore recognizes that it is not the Department's intention to, in effect, punish those Department personnel who have previously voluntarily upgraded themselves from ALS to paramedic status. Therefore, at such time as the Department has completed the design of its ALS-Paramedic Upgrade Training Program, the Department shall calculate its cost per employee of providing that training program, and shall reimburse those employees of the Department who have previously upgraded themselves at their own expense for either the actual cost to those employees of such


AGREEMENT BETWEEN
THE CITY OF FORT WAYNE
AND
THE INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
#2569

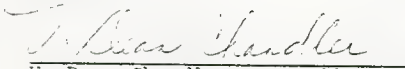
In witness whereof, the parties have caused this agreement
to be executed by their respective officers and representatives
thereunto duly authorized this 28th day of
December, 1981.

For The City of Fort Wayne

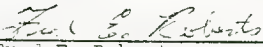

Win Moses, Jr., Mayor

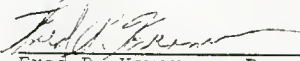

James M. Huntine, Director
Personnel/Labor Relations


Connie L. Reed, Associate
Director Personnel/Labor
Relations

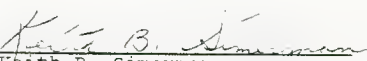

V. Dean Chandler, Payroll
Supervisor/Personnel
Consultant

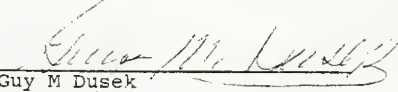
For International Association
of Machinists and Aerospace
Workers


Fred E. Roberts
Dir. Bus. Rep.


Fred R. Koverman, President


Harvey J. Meyer
Committee Member


Keith B. Simerman
Committee Member


Guy M. Dusek
Committee Member



The City of Fort Wayne

October 23, 1981

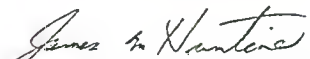
AGREEMENT

EMS


On this initial implementation, due to the January 1, start up date of the new base rate, we are going to continue to the first of January, 1982, the current shift differential payments and holiday pay provisions of the contract, also Article XIX Responsibility for Equipment and Supplies goes into effect January 1, 1982.

Please note the pre-base rates for new hires will be effective November 1, 1981.

FOR THE CITY OF FORT WAYNE


James M. Huntine, Director
Personnel/Labor Relations

FOR THE EMS BARGAINING
COMMITTEE:


Guy Dusek, EMS Bargaining
Committee

Purchasing

Executive Secretary B

City Clerk

Executive Secretary A

Board of Works

Clerk to Board

Executive Secretary A

Community Development and Planning

Senior Planner

Administrative Assistant

Executive Secretary A

Police Civilians

Chemist

Darkroom Technician

Records Bureau Technician

Executive Secretary B

Information Specialist

Fire Civilians

Executive Secretary A

Humane Commission

Animal Technician

Park

Business Manager

Public Information Officer

Zoo Curator and Educational Specialist

Redevelopment

Executive Secretary

ADDENDUM A
CONFIDENTIAL EMPLOYEES

CITY UTILITIES:

Water Engineering

Administrative Assistant

Water Maintenance and Service

Purchasing Officer

Customer Relations

Administrative Assistant

Water Resources

Administrative Assistant

Project Leader

Data Processing

Project Leader

Executive Secretary A

Division of Operations

Administrative Assistant

Executive Secretary A

Consultant

CIVIL CITY:

Economic Development

Executive Secretary B

Controller

Adm. Federal Funds

Internal Auditor

Executive Secretary

Accountant, Internal Staff
Academic Remedial Instructor
Administrative Assistant
County Counselor
County Instructor
Monitoring Specialist
Security/Maintenance
County Office Manager
Workers Comp./Personnel Clerk
FCCC - Office Manager
Executive Secretary
Executive Secretary A
Research Secretary
Van Driver - County

Community Development and Planning (Block Grants)

Assistant Relocation Specialist
Assistant Finance Officer
Coordinator of Fair Housing
Department Accountant
Compliance Administrator
Chief Housing Counselor
Real Estate and Relocation Manager
Special Project Manger

CETA:

Controller
Fort Wayne Coordinator
Planning Administrator
Prog/Staff Development Admin.
Public Information Officer
County Coordinator
EEO Officer
Four County Career Ctr. Admin.
Labor Relations Specialist
Management Coordinator
County Careet Devel. Specialist
Federal Accountant
IMU Officer
MIS Coordinator
Payroll/Cost Accountant
Placement Coordinator
Training Coordinator

based upon these equality modifications in the approved 1983 salary ordinance will be included in the 1983 general increase.

Section 4. All employees will be advanced one step automatically on each January 1 for the life of this contract.

Section 5. Beginning January 1, 1983 and continuing through January 1, 1985 the lowest step (Start) will be eliminated and the next highest step will become the starting rate. This will serve to create a three (3) step range for all labor grades by 1986.

Section 6. The only modification to this agreement in the life of this agreement, other than those specified above, will occur if the average general increase for any other bargaining unit should exceed the average general increase for this bargaining unit. In that event, the I.A.M. Table A scales will be increased to correspond to the average difference between the programmed increase for the I.A.M. members and the other bargaining unit.

ADDENDUM B
WAGE/SALARY AGREEMENT

Section 1. All covered employees will be brought into conformity with the attached scale (Table A - 1982) in the following manner:

- A. Persons whose current salary/wage falls below the minimum will be brought up to the start rate.
- B. All persons whose current salary already exceeds the minimum will be raised to the next step, except that no raise will be less than two and one-half (2.5) percent.
- C. In no event will any salary/wage exceed the maximum for that labor grade.

Section 2. This increase will be effective with the first pay of 1982 if this agreement is ratified not later than January 15, 1982.

Section 3. Between January 1, 1982 and June 30, 1982, all I.A.M. & A.W. represented positions will be re-evaluated by a panel including two (2) Union representatives in order to correct inequities. Modifications resulting from this re-evaluation will be proposed jointly to City Council with the 1983 City salary ordinance. Adjustments

TABLE A - 1982

Labor

Grade	Start	Step 1	Step 2	Step 3	Step 4	Maximum
1	3.61	3.85	4.09	4.32	4.56	4.80
2	4.06	4.33	4.60	4.86	5.13	5.40
3	4.51	4.81	5.11	5.40	5.70	6.00
4	4.96	5.29	5.62	5.95	6.28	6.61
5	5.41	5.77	6.13	6.49	6.85	7.21
6	5.86	6.25	6.64	7.03	7.42	7.81
7	6.31	6.73	7.15	7.57	7.99	8.41
8	6.76	7.21	7.66	8.11	8.56	9.01
9	7.22	7.70	8.18	8.65	9.13	9.61
10	7.67	8.17	8.69	9.19	9.70	10.21
11	8.12	8.66	9.20	9.73	10.27	10.81
12	8.57	9.14	9.71	10.27	10.84	11.41
13	9.02	9.62	10.21	10.81	11.40	12.00
14	9.47	10.10	10.73	11.35	11.98	12.61
15	9.92	10.58	11.24	11.89	12.55	13.21



THE CITY OF FORT WAYNE
personnel

AGREEMENT

Between

CITY OF FORT WAYNE, INDIANA

and

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, LOCAL #723

The wages for regular employees in the Parks and Recreation Department shall reflect a twenty-one cent (21¢) per hour, across the board increase on current hourly rates for the year 1983.

For the year 1984, a five percent (5%) across the board increase on the then existing rates shall be granted.

In addition, the Park Department will pay for a one-time-only issue of a medical information card for each employee. The Union accepts responsibility for the processing of these cards, and this will be implemented starting in January, 1983.

The Park Department also commits itself to no layoffs of Full-time Bargaining Unit members for the year 1983, unless disasters occur which necessitate unusual expenditures or cause a reduction in revenue, at which time Management will negotiate with the Union to avoid at all costs, the layoff of regular employees.

The same commitment would apply for 1984, with the exception that if revenues do not allow for:

- a. Negotiated Increases - We will negotiate with the Union, the Increases vs. Layoffs.
- b. Revenues exceed Increases - We will renegotiate percentage of Increase.

Seasonal employees shall be granted July 4th as a paid holiday for the years 1983 and 1984, as part of this Agreement.

AGREEMENT

Between

CITY OF FORT WAYNE, INDIANA

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL #723

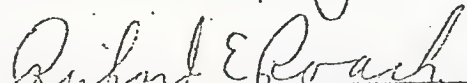
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FOR THE I.B.E.W., LOCAL #723:

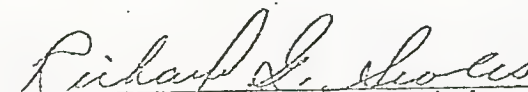

Gay Schmidt, Business Manager


Joseph T. Weigel, Bargaining
Committee



Ralph Roy, Bargaining Committee

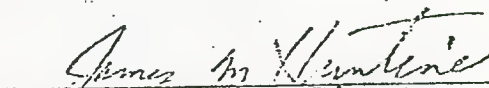

Richard E. Roach, Bargaining
Committee



Tom Baney, Bargaining Committee

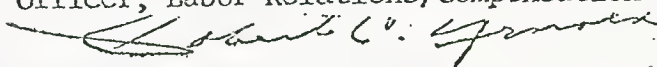

Richard G. Scoles, Bargaining
Committee

FOR THE CITY OF FORT WAYNE, INDIANA:


Win C. Moses, Jr., Mayor


James M. Huntine, Director
Personnel/Labor Relations


Matthew W. Collins, Personnel
Officer, Labor Relations/Compensation


Robert C. Arnold, Director
Parks and Recreation


Dennis J. Noak, Superintendent
of Recreation

Dated: July 2, 1982

1984

SALARY
ORDINANCE

Exhibit V

AGREEMENT BETWEEN



CITY OF FORT WAYNE, INDIANA
and



INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, LOCAL 723

Printed by OPERJ Local #328
AFL - CIO



AGREEMENT
BETWEEN
CITY OF FORT WAYNE, INDIANA
and
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL #723

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
ARTICLE I		1
Section 1	Agreement	1
Section 2	Duration	1
Section 3	Prior Agreement	1
ARTICLE II	UNION RECOGNITION	2
Section 1	Recognition	2
Section 2	Harmony Clause	2
Section 3	Union Activity	2
Section 4	Collection of Union Dues	2
Section 5	Union Security	3
ARTICLE III	NON-DISCRIMINATION AND NO STRIKE	4
Section 1	Non-Discrimination	4
Section 2	No-Strike	5
Section 3	Male/Female Gender	5
ARTICLE IV	MANAGEMENT RIGHTS	5
Section 1	Management Rights	5
Section 2	Work Rules	5
Section 3	Sub-Contracting	6
ARTICLE V	REPRESENTATION	7
Section 1	Lost-Time Negotiations	7
Section 2	Meetings	7
Section 3	Notices	7
Section 4	Bulletin Boards	7
Section 5	Inspection	7
Section 6	Officers	8
Section 7	Union Stewards	8
Section 8	Leaves for Union Business	8
ARTICLE VI	GRIEVANCE PROCEDURE	9
Section 1	Definition	9
Section 2	First Step	10
Section 3	Second Step	10
Section 4	Third Step	10
Section 5	Fourth Step	11
Section 6	Union Representation	11
Section 7	Time Limitations	11
Section 8	Time Limits	11
Section 9	Disciplinary Action	11

AGREEMENT
BETWEEN
CITY OF FORT WAYNE, INDIANA
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL #723

ARTICLE XV	FUNERAL LEAVE	29
Section 1	Immediate Family	29
Section 2	Other Relatives	29
ARTICLE XVI	JURY DUTY LEAVE	30
Section 1	Eligibility and Payment	30
ARTICLE XVII	MILITARY LEAVE	30
Section 1	Draft and Enlistment	30
Section 2	Reservist Active Duty-Training	30
ARTICLE XVIII	MISCELLANEOUS LEAVES	31
Section 1	Eligibility and Extension	31
Section 2	Seniority While On Leave	31
ARTICLE XIX	VACATION LEAVE	31
Section 1	Vacation Time Granted	31
Section 2	Employees on Leave	32
Section 3	Requested Time of Vacation	32
Section 4	Holiday During Vacation	33
Section 5	No Cash Payment or Carryover	33
Section 6	Vacation at Termination	33
ARTICLE XX	PERSONAL TIME	34
Section 1	Personal Time Allowed	34
ARTICLE XXI	SEPARABILITY CLAUSE	34
Section 1	Enforcement of Agreement	34
ARTICLE XXII	TOOLS	35
Section 1	Furnishment of Tools	35
Section 2	Responsibility of Tools	35
ARTICLE XXIII	SUCCESSOR CLAUSE	35
Section 1	Binding Agreement	35
Section 2	Work Performed by Bargaining Unit Employees	36
ARTICLE XXIV	WITNESSETH	36

ARTICLE VII	ARBITRATION	12
Section 1	Panel of Arbitrators	12
Section 2	Proceedings	12
Section 3	Cost	12
Section 4	Decision	13
Section 5	Arbitrator's Authority	13
ARTICLE VIII	WAGES, HOURS AND CONDITIONS	13
Section 1	Normal Work Day - Work Week	13
Section 2	Rest Periods	14
Section 3	Equipment Return Time	14
Section 4	Overtime and Compensatory Time Off	14
Section 5	Time Clocks	15
Section 6	Call-In and Report-In Time	15
Section 7	Emergency Work	16
Section 8	Paid Holidays	16
Section 9	Job Classifications	16
Section 10	Retirement	17
Section 11	Discharge and Disciplinary Layoffs	17
Section 12	Health and Safety	17
Section 13	Physical Requirements	18
Section 14	Inclement Weather	18
ARTICLE IX	SENIORITY AND TERMINATION	18
Section 1	Definition	18
Section 2	Accumulation of Seniority	19
Section 3	Termination	21
Section 4	Transfer	21
ARTICLE X	LAYOFF AND RECALL	22
Section 1	Layoff	22
Section 2	Recall	23
ARTICLE XI	VACANCIES AND PROMOTIONS	23
Section 1	Vacancies	23
Section 2	Eligibility	25
Section 3	Filling Job Vacancies	25
Section 4	Qualifying Time	25
Section 5	Vacancies Outside the Bargaining Unit	26
ARTICLE XII	SICK LEAVE	26
Section 1	Sick Leave Accrual	26
Section 2	Sick Leave Accumulation	26
Section 3	Explanation of Illness	26
Section 4	Monetary Credit	27
ARTICLE XIII	OCCUPATIONAL DISEASE AND INJURY LEAVE	27
Section 1	Payment of Wages	27
ARTICLE XIV	INSURANCE	28
Section 1	Insurance Benefit	28
Section 2	Life Insurance	28
Section 3	Retirees Insurance	29

	<u>PAGE</u>	<u>ARTICLE</u>	<u>SECTION</u>
Personal Time	34	XX	1
Recall/Layoff	23	X	2
Retirees Insurance	29	XIV	3
Retirement	17	VIII	10
Safety and Health	17	VIII	12
Seniority			
Accumulation	19	IX	2
Definition	18	IX	1
Part-time Employees	19	IX	1C
Probationary Employees	19	IX	1D
Regular Employees	18	IX	1A
Seasonal Employees	19	IX	1B
Service	19	IX	1E
Termination	21	IX	3
Transfer	21	IX	4
Sick Leave			
Accrual	26	XII	1
Monetary Credit	27	XII	4
Successor Clause	35-36	XXIII	1-2
Termination			
Conditions	21	IX	3
Tools			
Furnishment/Responsibility	35	XXII	1-2
Union			
Dues/Membership	2	II	4
Leave	8	V	8
Security	3	II	5
Stewards	8	V	7
Vacancies			
Eligibility	25	XI	2
Filling of Vacancies	25	XI	3
Outside Vacancies/Filling	26	XI	5
Qualifying Time	25	XI	4
Vacation			
Vacation Time Granted	31	XIX	1
Vacation at Termination	33	XIX	6

INDEX

	<u>PAGE</u>	<u>ARTICLE</u>	<u>SECTION</u>
Agreement/Recognition	2	II	1
Bargaining Committee	7	V	1
Bulletin Board	7	V	4
Death in the Family	29	XV	1,2
Discharge/Disciplinary Layoffs	17	VIII	11
Discrimination-Grievance	9-11	VI	1-9
Duration of Contract	1	I	2
Employee Defined	18	IX	1
Employee Liability	35	XXII	2
Grievance			
Arbitration	12	VII	2
Defined	9	VI	1
Disciplinary Action	11	VI	9
Steps 1 - 4	10-11	VI	2-5
Time Limitations/Management	11	VI	7
Time Limitations/Union	11	VI	8
Holiday During Vacation	33	XIX	4
Holidays Paid	16	VIII	8
Hours of Work			
Emergency Work	16	VIII	7
Equipment Return Time	14	VIII	3
Overtime/Comp Time	14	VIII	4
Normal Work Day/Week	13	VIII	1
Time Clocks	15	VIII	5
Job Classification	16	VIII	9
Jury Duty	30	XVI	1
Layoffs	22	X	1
Life Insurance	28	XIV	2
Occupational Disease/Injury	27	XIII	1
Overtime Compensation	14	VIII	4

ARTICLE II

UNION RECOGNITION

Section 1. Recognition: The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the Department of Parks and Recreation, except those employees as listed herein--Administrators, Supervisors, Clerical, Park Police and those employees of the Recreation Department who perform more than 50% of their duties in recreational activities, with respect to wages, rate of pay, hours of employment, and other conditions of employment.

Section 2. Harmony Clause: The Employer and the Union will strive at all times to promote harmony and efficiency to the end that the public, the Parks and Recreation Department, and the Union will be benefitted.

Section 3. Union Activity: The Union agrees that there shall be no interruption or suspension of work for the solicitation of membership, dues or other Union activities during working hours. The Union further agrees that it shall not hold or authorize any kind of a meeting or election on Parks and Recreation Department premises without prior approval from the Director of Parks and Recreation.

Section 4. Collection of Union Dues: The Employer agrees, upon written authorization, to deduct from such member's first pay ending of each month the amount of Union membership dues and/or initiation fee, and to remit the same to the Union, during the life of this Agreement.

ARTICLE I

Section 1. Agreement: The City of Fort Wayne, Indiana hereinafter referred to as the Employer and The International Brotherhood of Electrical Workers Local #723, hereinafter referred to as the Union, as registered by the Secretary of the State of Indiana entered into this Agreement dated October 1, 1981.

Section 2. Duration: This Agreement shall remain in full force and effect from October 1, 1981 and thru September 30, 1984 and thereafter shall automatically renew itself for periods of one (1) year, dating to and from the anniversary of the day upon which it might first have been terminated, unless either party gives the other party not less than sixty (60) days notice by registered mail, before any termination date, of its intention to change, alter, modify, or cancel this Agreement.

- A. Either party may reopen the matter of basic wage rates and economic factors by giving the other party written notice at least sixty (60) days prior to April 1, 1982. Negotiations stemming from such notice shall begin at least thirty (30) days prior to May 1, 1982.

Section 3. Prior Agreement: This Agreement supersedes all prior agreements between the Employer and any Union with respect to wages, rate of pay, hours of employment and all other conditions of employment. All prior agreements shall be void and of no force and effect.

If the employee has not complied by the end of the period, the Union shall notify the Personnel/Labor Relations Director, who shall give the employee a further seven day notice. If the employee has still not complied at the end of that period, he shall be removed from the employment with the City, losing all seniority rights and other benefits established by this agreement.

- F. Seasonal employees shall not be eligible for any fringe benefits under this agreement until completion of six (6) months of continuous employment with the City. At such time employee shall begin to accrue benefits from that six (6) month date. Such employees shall be paid rates as established by management as long as such rates do not exceed the lowest rate paid in the wage schedule attached.

ARTICLE III

NON-DISCRIMINATION AND NO STRIKE

Section 1. Non-Discrimination: It is understood that neither the Employer nor the Union will discriminate against any employee because of participation in activities on behalf of the Union; or because of race, creed, color, national origin, religion, sex, age, handicap or political affiliation. It is further agreed that any violation of Title VII of the 1964 Civil Rights Act, as well as the Equal Pay Act of 1963, Executive Order 11245 as amended by 11375, and the Age Discrimination in Employment Act of 1979 will be deemed a violation of this Agreement and subject to the grievance and arbitration provisions embodied in this Agreement.

Section 5. Union Security: It is agreed between the parties hereto that all employees shall become members of the Union as a condition of employment hereunder on the thirty-first day after the execution of this Agreement.

- A. New employees shall make arrangements with the Union for membership therein on or immediately after thirty-one (31) days of employment. After becoming a Union member, the employee will continue such membership in good standing as a condition of employment under this Agreement.
- B. In lieu of membership in the Union the aforesaid obligation shall be satisfied by paying to the Union an amount equal to the regular membership and initiation fees.
- C. The Employer shall notify the Business Manager of the Local Union of the date of employment and classification of each new employee and shall refer them to the representative of the Local Union for instruction and advice concerning the agency shop requirements of this Agreement.
- D. The Union agrees to indemnify and hold the City harmless from any and all claims or rights of action which may be hereafter asserted by any person now or hereafter employed by the City and which arise out of the inclusion or enforcement of the provisions of this agency shop section.
- E. If an employee fails to comply with the preceeding provisions, the union shall advise him by certified letter (with a copy to the Personnel/Labor Relations Director) that, if he doesn't pay or arrange to pay his arrears within seven calendar days after receiving the letter, the Union will request the City to terminate his employment.

The disputes arising from the establishment and change of these rules shall be subject to the Grievance and Arbitration Procedure of this Agreement.

Section 3. Subcontracting: The subcontracting of bargaining unit work during the terms of this Agreement shall be handled as follows:

- A. Work of a kind or nature historically performed by respective bargaining unit employees will not be contracted out unless it is beyond the capability of the Employer to accomplish within time available; or,
- B. It requires more employees than are available to accomplish the work within the time available.

However, no exception shall be authorized while respective unit employees who are capable of performing the work are working less than the number of hours in the basic work week, or while such employees are on layoff, except where the Mayor or his designee has proclaimed an emergency for the City of Fort Wayne.

The Employer agrees that no work shall be contracted out that results in a reduction of force, or in a reduction in the hours of bargaining unit employees, unless an emergency situation is declared by the Mayor or the Director of Parks and Recreation, or their designated representative.

Section 2. No Strike: The Union agrees that in no event whatsoever will any of the employees covered by this Agreement be permitted to cease the continuous performance of their duties in order to coerce the employer in a dispute during the term of this Agreement.

Section 3.: Whenever the male gender is used in this Agreement, it shall include the female gender where applicable.

ARTICLE IV

MANAGEMENT RIGHTS

Section 1. Management Rights: Except as otherwise specifically provided in this Agreement, the Union recognizes that the Employer has jurisdiction over all matters concerning the management of the Department including, but not limited to the right to employ, transfer, promote and demote; to set physical qualifications, discipline, suspend, or discharge for proper cause; to relieve employees from duty because of lack of work, lack of funds, or for other legitimate reason; to assign work and the number of hours worked including overtime work; to set rules for the conduct of employees and operation of the Parks and Recreation Department recognizing that all employees are to be treated with equality and justice.

Section 2. Work Rules: The Union shall be notified of the establishment of fair work rules, which shall be posted, and shall also be notified of any changes prior to implementation.

working conditions. The investigations shall not interfere with the operations of the Department.

Section 6. Officers: The Union shall notify the Director of Labor Relations and the Director of Parks and Recreation, in writing, within ten (10) days of election, of the names of its officers, and Chairman and members of the Bargaining Committee, including the assigned division of each officer or committeeman.

Section 7. Union Stewards: The Employer recognizes the right of the Union to designate Stewards. The authority of Stewards so designated by the Union shall be limited to and shall not exceed the following duties and activities:

- A. The investigation and presentation of grievances in accordance with the provisions of this Agreement.
- B. The transmittal of such information and messages as shall originate with and be authorized by the Union or its officers, provided such information and messages have been reduced to writing, or if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interferences with the Employer's business.

Section 8. Leaves for Union Business:

- A. Any employee who resigns to accept as primary employment a full-time paid position in Local 723 shall, at the expiration of the term in office be reinstated to his former

ARTICLE V
REPRESENTATION

Section 1. Lost Time Negotiations: The Employer will pay lost time for not more than four (4) employees representing the Union in negotiations or for the preparation thereof on the day of the negotiations.

Section 2. Meetings: Union representatives shall meet with the Management Committee as needed. Union representatives shall suffer no loss of pay for attending such meetings during working hours.

Section 3. Notices: Notices to the Union, as required by this Agreement, shall be in writing and directed to the Business Manager, except as otherwise specifically provided in this Agreement.

Section 4. Bulletin Boards: The Employer agrees to furnish to the Union, space on bulletin boards which shall be used exclusively for Union notices. Such bulletin boards shall be located in conspicuous places satisfactory to the Employer and the Union. All such notices as posted by the Union shall be signed by an authorized Union representative.

Section 5. Inspection: Any official representative of the Union shall have access to park maintenance shop and work areas at all reasonable hours, upon notification to the Park and Recreation Department staff, for the purpose of investigating

Section 2. First Step: All grievances shall be first discussed by the aggrieved employee and a steward with the immediate supervisor. The immediate supervisor will provide an answer within three (3) working days.

Section 3. Second Step: If the grievance is not satisfactorily adjusted under the provisions of Section 2, the Union, through its designated representative, may appeal the decision to the Director of Parks and Recreation or his designated representative within five (5) working days of the date of the supervisor's answer. Upon presentation of the grievance to this level, the Director of Parks and Recreation or his representative shall arrange a meeting within five (5) working days with the Union, and forward to the Union his written answer based upon the meeting and discussion therein within five (5) working days after said meeting.

Section 4. Third Step: If no satisfactory settlement is reached in the provisions of Section 3, the Union shall forward the grievance, within five (5) working days to the Director of Personnel/Labor Relations. The Director of Personnel/Labor Relations will arrange to meet with the Union within five (5) working days after receipt of such grievance. Within five (5) working days following, the Director of Personnel/Labor Relations will render his decision, incorporating the detailed position of the Employer in respect to the grievance.

position including all seniority time and rights, provided he is qualified and able to perform the work. It is understood that in case of return of such an employee, other employees below him on the seniority list will be demoted if necessary. In computing seniority, time served as a representative of the Local Union shall be considered as time worked for the Park Department.

- B. Employees called to transact Union business not in conflict with City interests which requires them to be absent from duty with the Park Department shall upon twenty-four hours notice to the Superintendent of Parks, and with proper permission, be granted the necessary time off, without pay.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 1. Definition: A grievance is a complaint by an employee or group of employees, for whom the Union is the bargaining agent, involving an alleged violation or interpretation of any provision of this Agreement. Any grievance submitted either orally or in writing shall contain a clear, concise statement of the alleged violation, and redress sought, refer to the contract provision allegedly violated, and identify and be signed by the aggrieved employee, employees, and Union Steward.

the (10) days in which an incident occurred or in which the Employer became aware of the incident.

ARTICLE VII

ARBITRATION

Section 1. Panel of Arbitrators: The parties will request from the Federal Mediation and Conciliation Service, a panel of seven (7) impartial arbitrators. Upon receipt of such a panel, the parties shall strike the names alternately until one name remains, who shall be deemed the arbitrator by mutual agreement of the parties. First choice shall be determined by flip of coin. The arbitration shall be conducted under the then existing rules of the Service and the arbitrator shall proceed forthwith to examine into, and make determination of the matters in dispute.

Section 2. Proceedings: All proceedings under this Section shall be started and carried to conclusion as expeditiously as possible.

Section 3. Cost: Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the arbitrator and the incidental expenses of the arbitration proceedings mutually agreed to in advance shall be borne equally by the Employer and the Union.

Section 5. Fourth Step: Only grievances which resulted from an alleged violation of the provisions of this contract which the parties are unable to settle by the use of the grievance procedure contained herein may be submitted to arbitration.

Section 6. Union Representation: Once a grievance has been presented by the Union to the Director of Parks and Recreation, representatives of the Parks and Recreation Department staff shall not discuss the grievance with the aggrieved employee or employees without the employee or employees being told of his right to have an authorized Union representative present.

Section 7. Time Limitations: All time limits prescribed herein may be extended by mutual agreement of the parties. Failure of the employer to respond within the time limits shall constitute a basis for escalating the grievance to the next step. Failure of the Union or employees to process the grievance to the next step within the time limits shall constitute a basis for the Employer denying the grievance.

Section 8. Time Limits: The Union must file a grievance within ten (10) calendar days of the occurrence of the event causing the grievance to be eligible for handling under the grievance and arbitration procedure of the Agreement.

Section 9. Disciplinary Action: The Employer shall not initiate disciplinary action against an employee after a period of

normal working day or days when necessary, providing both affected employees and the union are notified at least forty-eight (48) hours before such work schedule becomes effective.

Section 2. Rest Periods: One (1) rest period, not to exceed fifteen (15) minutes shall be allowed during the mid-morning and one (1) in the mid-afternoon of each working day.

Section 3. Equipment Return Time: A maximum time of fifteen (15) minutes shall be allowed in any storage area for the purpose of returning equipment.

Section 4. Overtime and Compensatory Time Off: Except as otherwise provided herein:

- A. Employees shall not receive overtime pay, but in lieu thereof, shall receive compensatory time for all hours earned in excess of forty (40) hours per week.
- B. There shall be no maximum accumulation of compensatory time, however, employees must reduce compensatory time accumulated to forty (40) hours by April 1 of each succeeding year. Compensatory time off must be granted and taken prior to termination as no cash payment will be made in lieu of taking compensatory time off. Compensatory time must be scheduled at least one day in advance unless an emergency exists as determined by the Department Head.
- C. Compensatory time shall be computed on the basis of time and one-half for all work performed on Saturday as such

Section 4. Decision: The decision of the arbitrator shall be binding upon both parties and shall conclusively determine the dispute being arbitrated.

Section 5. Arbitrator's Authority: The arbitrator shall not have the authority to add to, subtract from, or modify any provision of this agreement nor to rule on any questions except the ones submitted for arbitration.

ARTICLE VIII

WAGES, HOURS AND CONDITIONS

Section 1. Normal Work Day - Work Week: Eight (8) consecutive hours shall constitute a normal days work scheduled between the hours of 6 a.m. and 4 p.m., with a twenty (20) minute paid lunch period, to be taken at the work site, on each of five (5) consecutive days scheduled Monday to Friday, Tuesday to Saturday, or Sunday to Thursday, inclusive. Employees shall not leave the worksite with a private or city vehicle for the express purpose of obtaining a meal. If this policy is abused, the employer shall notify the union, and a discussion shall be held to implement joint measures to correct the abuse. In the event the corrective measures do not succeed, the employer shall implement an unpaid lunch period of 30 minutes plus 15 minutes of paid travel time. The workday shall be adjusted accordingly. The Employer reserves the right to alter the

Section 7. Emergency Work: An emergency may be declared only by the Mayor or the Director of Parks and Recreation, or designated representative. Any employee requested to work during any such declared emergency will report for work as soon as possible.

Section 8. Paid Holidays:

A. Paid holidays are designated as follows:

- | | |
|-------------------------|-------------------------------|
| 1. New Year's Day | 8. General Election Day |
| 2. President's Day | 9. Veterans' Day |
| 3. Good Friday | 10. Thanksgiving Day |
| 4. Primary Election Day | 11. Friday after Thanksgiving |
| 5. Memorial Day | 12. Day before Christmas Day |
| 6. Independence Day | 13. Christmas Day |
| 7. Labor Day | 14. Day Before New Year's Day |

B. When a holiday falls on Saturday, the preceeding Friday shall be observed. When a holiday falls on Sunday, the following Monday shall be observed.

C. An employee must work or be on paid leave on the last scheduled working day before a holiday and on the next scheduled working day following a holiday to be eligible for holiday pay.

Section 9. Job Classifications: The Employer reserves the right to add or delete any job classification, provided that the Union is given fifteen (15) or more days notice in writing and discussion is held if requested by the union, prior to the implementation of such change. Any addition or deletion shall

and double time for all work performed on Sunday and Holidays as such, in excess of forty (40) hours per week.

Section 5. Time Clocks:

- A. All employees for whom time clocks are made available must check in and out on the clock regardless of the hours the employee works. All employees who will not be reporting to work must notify, by telephone, the Lawton Office or their immediate supervisor prior to the scheduled reporting time the day of the absence and each day thereafter unless arrangements are made with their supervisor.
- B. Employees clocking in late or clocking out early shall be penalized by one-tenth (1/10) of an hour for each six (6) minutes or fraction thereof he is late or leaves early.
- C. Any employee who intentionally punches another employee's time card or intentionally gives false information to the Employer is subject to the following disciplinary action:
FIRST OCCURRENCE - Warning with one week lay-off.
SECOND OCCURRENCE - Discharge.

Section 6. Call-In and Report-In Time: Any employee called to work or who reports to work at his normal working time, without prior notice not to report to work, shall be paid a minimum of four (4) hours pay. Any employee who leaves at his own request on a call-in shall be paid only for the time actually worked to the nearest one-tenth (1/10) of an hour.

Section 13. Physical Requirements:

- A. The Employer may require any employee to submit to a physical examination at any time to determine the fitness of such employees to perform his duties in a safe and satisfactory manner. If, in the opinion of the physician, such an employee's physical condition is not compatible with the kind of work available, he shall not be permitted to work. Any intentional misrepresentation or concealment in regard to physical condition may be the basis for discharge.
- B. Any required physical examination shall be at the expense of the Park Department.

Section 14. Inclement Weather: The Employer agrees that when certain limits of precipitation, temperature, or wind velocity are exceeded to the extent of causing extreme discomfort or causing undue safety hazards, outside work shall be suspended or modified whenever possible. The Superintendent of Parks shall be the sole judge of when work shall be suspended or modified because of inclement weather.

ARTICLE IX

SENIORITY AND TERMINATION

Section 1. Definition:

- A. Regular Employee - One who works the year around on a full-time basis, and who has accumulated three (3) months service or more.

be subject to the grievance and arbitration procedure in this agreement.

Section 10. Retirement: All regular employees must retire on the attainment of their 70th. birthday. At the option of the Park Department, such employees may be employed through the December 31st. succeeding their 70th. birthday. It is further agreed that the Employer and the Union will comply with the provisions covered under the Age Discrimination in Employment Act of 1979. All regular employees must participate in the Indiana Public Employee's Retirement Fund in accordance with the rules set up by the Legislature and the Administrators of this fund.

Section 11. Discharge and Disciplinary Layoffs: The Employer agrees to notify the Division Steward and Business Manager in writing of the disciplinary layoffs of less than eight (8) hours of any regular employee. The Employer agrees to notify the Division Steward and Business Manager before the discharge or disciplinary layoff of eight (8) hours or more of any regular employee.

Section 12. Health and Safety: The Employer shall take reasonable precautions to insure the health and safety of employees by providing necessary safety equipment. In the event prescription safety glasses as approved by the City's Safety Department have been broken on the job, the City will replace same for employee.

- C. Part-time employees shall not be eligible for any fringe benefits with the exception of seniority based on hours paid and participation in Perf. Pension if minimum qualifications are met. - Note regular employees who become part-time as a result of layoff shall receive benefits on a prorated basis with the exception of insurance which shall be continued while employee is in a pay status.
- D. A regular employee absent because of lack of work or nonoccupational disease or injury shall accumulate seniority during such period of absence equal to his previously accumulated seniority, but not to exceed a maximum of two (2) years. A written statement from a licensed physician may be required to substantiate absence due to nonoccupational disease or injury.
- E. A regular employee on any paid leave shall accumulate seniority during the period of such paid leave.
- F. A regular employee on military leave shall accumulate seniority and service for the duration of such leave.
- G. Any employee shall lose his service time or seniority upon termination.
- H. Seniority lists covering all employees will be prepared by the Employer and sufficient copies thereof furnished to the Business Manager and Division Stewards every six (6) months. When two or more employees have the same seniority dates, the date of their application shall be used for seniority, first being oldest in seniority.

- B. Seasonal Employee - One who works on a full-time basis, but only for the length of a particular season.
- C. Part-time Employee - One who works less than one half the regular scheduled full-time hours per year and less than full-time basis and only for the length of time he may be needed.
- D. Probationary Employee - A person who has less than three (3) months of continuous, accumulated service.
- E. Service - Accumulated time of employment on a full-time basis by an employee of the Civil City or City Utilities of Fort Wayne. Service shall be used for length of vacations and eligibility for sick leave.
- F. Seniority: For the purpose of this Agreement, seniority shall be based on the most recent date of hire as a regular employee, by the Parks and Recreation Department, except that Stewards, Bargaining Committee members, and Union Officers shall have super seniority and be the last laid off in the event a layoff occurs. Seniority shall be used for layoff and recall, job bidding, promotion and choice of vacation.

Section 2. Accumulation of Seniority:

- A. A probationary or seasonal employee has no seniority rights and his retention as an employee is entirely at the discretion of the Employer and not subject to reviewing under the Grievance Procedure.
- B. A regular employee's seniority continues to accumulate throughout the time he is actively employed and working or on approved leave.

of continuous employment in the Bargaining Unit, the employee's previous Bargaining Unit seniority shall be bridged and there shall be added the five years of continuous seniority accumulated and he shall be placed in the appropriate place on the seniority list.

ARTICLE X

LAYOFF AND RECALL

Section 1. Layoff:

When the work force is reduced for any reason, employees shall be laid off in the following order:

- A. Seasonal employees shall be laid off first, with notice of at least three (3) working days, to the employee and the Union.
- B. Part-time employees shall then be laid off in inverse order of seniority.
- C. Regular employees shall then be laid off next in accordance with their seniority, with notice of at least five (5) working days to the employee and the Union. Union Officers, Stewards, and Bargaining Committee members shall be laid off last and have top seniority for layoff. Any employee laid off shall have the right to bump vertically or horizontally into any job, provided he has the seniority and qualifications to do the job. Qualifications considered shall be those previously demonstrated by the employee in the employ of the Employer.

Section 3. Termination: Employees shall be terminated under the following conditions:

- A. Failure to report for work for three (3) consecutive working days without proper notification.
- B. After a regular employee's absence for a period of time equal to his previously accumulated seniority or two (2) years in accordance with Article 9, Section 2, paragraph C.
- C. Failure to report for work within three (3) working days after recall by the Employer following layoff as provided in Article 10, Section 2.
- D. Failure to report for work within three (3) working days from date an employee is released for work by the Employer's physician following an absence due to occupational disease or injury.
- E. Overstaying a leave of absence.
- F. Voluntarily resigning.
- G. Being discharged for just cause.
- H. Retiring.
- I. Leaving the employ of the Employer by mutual agreement.

Section 4. Transfer:

Any employee employed by the Fort Wayne Parks and Recreation Department who leaves the Bargaining Unit, shall retain his accredited service from the first date of employment in the Park Department. Seniority shall begin with the most recent date of employment in the Bargaining Unit. When the employee is reemployed in the Bargaining Unit and accumulates five years

Union within ten (10) working days after the vacancy occurs. Job vacancies posted and bid shall be awarded within ten (10) working days of the end of the posting period.

- C. Job vacancies of not more than fifteen (15) days temporarily created by vacations, leaves of absence, sickness, injury or other similar causes shall be considered temporary vacancies and shall be filled without posting them and at the discretion of the Employer. This time limit can be extended by mutual consent of the Union and the Employer.
- D. An employee assigned to work in a job classification which exceeds ten (10) working days, and is higher than his normal classification shall receive the higher rate of pay at the next higher increment to the rate he normally receives. In the event an employee is assigned to work temporarily in a classification lower than his normal classification, he shall receive his regular rate of pay.
- E. Employees awarded a job bid from the date of such successful bid, thereafter be restricted from bidding laterally for six (6) months, provided, however, they have not been bumped to a lower labor grade due to job elimination or reduction in force. If such reduction has occurred, employees shall be eligible to bid as often as possible until previously higher labor grade that was held has been reached, at which time normal time restriction of six (6) months shall again apply.

Section 2. Recall:

When there is a re-call following layoff, Union Officers, Stewards, Bargaining Committee members, regular employees shall be returned to work first in the inverse order from which they were laid off. Part-time employees shall then be recalled in like fashion. Seasonal employees shall then be recalled in any fashion. Any employee recalled shall be so notified by certified mail sent to his last known address. The Employer reserves the right to recall certain skilled employees, such as electricians, plumbers, and carpenters, out of seniority line provided specific agreement of the Union Business Manager is secured in each instance.

ARTICLE XI

VACANCIES AND PROMOTIONS

Section 1. Vacancies:

- A. Jobs vacated as a result of termination, promotion, reclassification, transfer or sickness shall be posted for a period of five (5) working days. All employees who wish to bid on posted jobs must do so in writing, deposit one copy in the designated bid box at Lawton Pavillion and submit one copy to the supervisor of the job posted. The bid box to be opened by a Union official. If no bids are received, or if no employee who bids is qualified, the Management shall have the right to fill such vacancies by other means.
- B. If a vacancy resulting from any of the above reasons is not to be filled, the Park Department shall notify the

Section 5. Vacancies Outside the Bargaining Unit: The Employer shall have the right to transfer an employee with the employee's full agreement from within the Bargaining Unit, to fill a job vacancy outside the Bargaining Unit without posting. The Employer shall have the right to temporarily place an employee from within the Bargaining Unit on a job outside the Bargaining Unit for training purposes, provided the Union through its Business Manager is given prior notice of such action.

ARTICLE XII

SICK LEAVE

Section 1. Employees shall accrue paid sick leave at the rate of two and thirty-one hundredths (2.31) hours per week for each week of employment during which the employee is actively employed, on any type of paid leave for any portion of the week. Such sick leave accrual begins on the first day of employment, however, probationary employees shall not be entitled to use it until completion of 90 days.

Section 2. Sick leave shall be accumulated and carried over from year to year. Employees retiring because of physical disability shall be entitled to exhaust sick leave prior to effecting disability retirement.

Section 3. Employees claiming absences charged to sick leave shall have the responsibility to furnish reasonable explanation

Section 2. Eligibility: Regular employees only, are eligible to submit valid bids on posted jobs. Employees who are on vacation or paid leave of absence up to five (5) working days during the posted period are eligible to submit a bid on the next working day upon returning to work.

Section 3. Filling Job Vacancies: The employee bidding on a posted job with the greatest seniority in the total bargaining unit shall be given first preference in accordance with his qualifications and abilities to fill such posted job vacancy.

Section 4. Qualifying Time: An employee who is judged to be qualified for a particular job vacancy, and is the apparent successful bidder, shall be given ten (10) working days to prove his qualifications on the job subject to an extension period by mutual agreement of the Employer and Union. If, for any reason, he is not successful in proving his qualifications, he shall be returned to his previous job at the end of the ten (10) day period and the qualified bidder, if any, next in the seniority line shall be given ten (10) working days to prove his qualifications for this particular job. Any employee successfully bidding on a job vacancy and making satisfactory progress during his ten (10) day trial period shall be considered the new possessor of the job, and his pay shall be adjusted accordingly at the end of the ten (10) day trial period.

additional six (6) months for those employees with over two (2) years seniority, whichever occurs first. However, prior to resuming the payment of differential between straight time earnings and workmen's compensation (after exhausting sick leave benefits), the Employer shall reserve the right to require an examination by a medical physician designated by the employee (at no cost to the employee) from a list of not less than three (3) general practitioners or not less than two (2) Board Certified specialists, as appropriate, for the nature of the injury. The designated physician shall determine the physical condition of the affected employee and submit his findings to the parties. Should the designated medical physician determine the employee is able to return to work or the employee is permanently disabled, no further differential payment shall be made. However, should a dispute arise as to the determination made by the designated medical physician, the matter shall be subject to the grievance procedure.

ARTICLE XIV

INSURANCE

Section 1. The Employer agrees that Group Insurance, Hospital, Surgical and Health and Life Insurance level shall not be lowered and shall be extended to all employees at a cost of one dollar and twenty cents (\$1.20) per year per employee.

Section 2. Each employee who, after six years of service, retires from the City, shall receive a life insurance policy in

of the nature of the illness to the Employer when requested. Where there is evidence of a pattern of sick leave abuse, the Employer shall have the right to require a medical certificate for any absences claimed as sick leave until such time as the pattern of abuse no longer exists. Sick pay will not be paid if such evidence is not furnished.

Section 4. Monetary Credit: Upon retirement, an employee shall receive credit for all accumulated sick time and shall be paid for said time at the rate of eight (8) dollars for each eight (8) hours of accumulated time.

ARTICLE XIII

OCCUPATIONAL DISEASE AND INJURY LEAVE

Section 1. Employees injured while in a duty status shall first be paid the difference between their normal straight time hourly or weekly wage, and the Workmen's Compensation Benefits. Such payments shall continue for sixty (60) work days. After sixty (60) work days' payment, the affected employees will be required to exhaust accumulated sick leave benefits. After exhausting sick leave benefits, the Employer will again pay the difference between the affected employee's normal straight time hourly rate, and Workmen's Compensation until the employee either is able to return to duty, is declared permanently disabled, or loses his seniority, but in no case for a period to exceed an additional four (4) months for those employees with two (2) years of less seniority and not to exceed an

ARTICLE XVI

JURY DUTY LEAVE

Section 1. Eligibility and Payment: Any regular employee shall be given a leave of absence for required jury duty. Such employee, upon presentation of acceptable evidence of jury time and payment thereof, shall be paid the difference between his regular straight time wages and the jury duty payment. In addition when subpoenaed as a witness the same payment shall apply except that subpoenas due to secondary employment would not apply.

ARTICLE XVII

MILITARY LEAVE

Section 1. Draft and Enlistment: Any regular employee who enlists in or is drafted by any component of the Armed Forces, or who is a member of a Reserve or National Guard unit which is pressed into active duty, shall be given a leave of absence in accordance with the Selective Service Act of 1967, as amended, and such employee shall accumulate seniority in his absence.

Section 2. Reservist Active Duty-Training: Any employee who is an active member of a recognized Reserve unit of the Armed Forces, or who is a member of a National Guard Unit, shall be given a leave of absence for required active duty-training. Any such employee, upon presentation to the supervisor of acceptable evidence of required training time, shall be paid the difference, if any, between reservist pay and his rate of

the amount of five thousand dollars (\$5,000) at no cost to the Employee for the rest of his life.

Section 3. Employees who retire under the terms of any of our recognized retirement programs with the minimum of five (5) years consecutive service shall be eligible to participate in the current retirees group plan at the rates determined by the carrier.

ARTICLE XV

FUNERAL LEAVE

Section 1. Immediate Family: Any regular employee shall receive up to three (3) consecutive working days with pay, not extending beyond the day following the funeral for the purpose of making arrangements for, and attending the funeral of a close relative, or a relative who is a member of the employee's household, or a person for whom the employee has been responsible. Close relatives are: parents, spouse, children, mother-in-law, father-in-law, brothers and sisters, grandparents and grandchildren.

Section 2. Other Relatives: Any regular employee shall receive one (1) working day leave with pay for the purpose of attending the funeral of a relative not covered under the condition mentioned in Section 1, above. Any request for such leave shall be handled on an individual basis by the Superintendent.

A. Vacation Schedule:

One (1), but less than seven (7) years of service	Two Weeks (80 Hours)
Seven (7), but less than fifteen (15) years of service	Three Weeks (120 Hours)
Fifteen (15), but less than twenty-five (25) years of service	Four Weeks (160 Hours)
Over twenty-five (25) years of service	Five Weeks (200 Hours)

- B. One weeks vacation may be taken one day at a time, provided request for such time off is given twenty-four (24) hours in advance and seniority will be used to grant such requests keeping in mind the work load needs of the department.

Section 2. Employees on unpaid leave of thirty (30) calendar days or more shall not earn vacation during the period of time on such leave.

Section 3. Requested Time of Vacation: Subject to the requirements of the work, the Employer shall grant individual vacation leave request with respect to time in accordance with seniority, with the following exceptions, (a) The Christmas holiday season as determined by the City, shall be posted by January 31, of the year in which the holiday season occurs. A maximum of five days vacation may be assigned during the Christmas holiday season which begins within two days of the 24th of December. If any employees are not required to take their vacation during this period, they shall be given that choice by virtue of seniority, oldest having first choice and so on to the least senior employee having last choice. Any

pay for a period not to exceed ten (10) normal working days, eighty (80) hours, in any calendar year.

ARTICLE XVIII

MISCELLANEOUS LEAVES

Section 1. Eligibility and Extension: Any regular employee with one (1) year or more service may be granted an unpaid leave up to thirty (30) calendar days with written approval of the Director of Parks and Recreation for purposes other than those specifically mentioned herein, except working at another job. Such unpaid leave may be extended to six (6) calendar months with the written approval of the Director of Personnel/Labor Relations.

Section 2. Seniority While On Leave: Any eligible employee shall accumulate seniority while on such approved leave.

ARTICLE XIX

VACATION LEAVE

Section 1. An employee shall receive one (1) week vacation after completion of six (6) months and then an additional week after one (1) year; an employee shall then receive two (2) weeks vacation each year to be earned from anniversary date to anniversary date, but in no case will receive more than two weeks of vacation for the first calendar year.

vacation for the year in which the death occurs. An employee retiring under the retirement plan will be entitled to all vacation for which his service would qualify him during the calendar year in which he retired.

ARTICLE XX

PERSONAL TIME

Section 1. Separate and independent of vacation and sick leave allowances, employees shall receive two (2) days personal time each calendar year commencing with the completion of one (1) year of service. Such time may be utilized by employees for urgent or unforeseen matters requiring their immediate attention. The employee will advise the Employer in advance of the absences. Personal time may be taken in four (4) hour increments.

ARTICLE XXI

SEPARABILITY CLAUSE

Section 1. Should any Article, Section or portion of this Agreement be held unlawful and unenforceable by any court of competent and final jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion involved and shall not invalidate the remaining portions of this Agreement.

work performed during this holiday season, which is under the jurisdiction of the bargaining unit shall be performed by bargaining unit employees. (b) Until an employee reaches twenty-five (25) years of service he shall be restricted to one weeks vacation time between April through September. At the twenty-five year level an additional week may be granted during this period.

Section 4. Holiday During Vacation: When a paid holiday falls within an employee's approved vacation period, he shall be granted one (1) extra paid vacation day for such holiday.

Section 5. No Cash Payment or Carryover: Vacation leave must be taken during the calendar year in which it was granted. An employee cannot receive a cash payment in lieu of vacation nor accumulate vacation time from one year to the next. An employee previously ill or off because of an occupational injury will not lose his vacation time and time can be carried into the new year and will be scheduled as soon as possible.

Section 6. Vacation at Termination: An employee who is laid off or whose employment with the Employer is terminated for any cause shall receive WITE HIS FINAL CHECK, VACATION PAY DUE for the contract year in which he is laid off or terminated on a prorated basis. In the event of the death of an employee who has earned but not used his vacation for the contract year in which death occurred, his beneficiary or estate shall receive an amount equivalent to his earned vacation plus prorated

assigns, and/or future assignees; and shall be unaffected by any reorganization, reclassification, merger, or other change in the legal status of the Department of Parks and Recreation of the City of Fort Wayne.

Section 2. The work historically performed by members of the bargaining unit described in this agreement, shall remain in the jurisdiction of the bargaining unit on all property owned and operated by the Department of Parks and Recreation.

ARTICLE XXIV

WITNESSETH

It is agreed by and between the City of Fort Wayne Indiana, and the International Brotherhood of Electrical Workers, Local #723 that the following, including attached supplements, shall constitute and be the entire Agreement between the parties hereto in respect to rates of pay, hours of work and other conditions of employment for and during the term of this Agreement, and neither party shall be required to negotiate with the other during the terms of this Agreement on any negotiable issues or subjects, except as may be herein specifically provided, and all rights and obligations created or incurred under and by virtue of the provisions of this Agreement shall terminate with the termination of this Agreement.

ARTICLE XXII

TOOLS

Section 1. The Employer will furnish special tools and protective equipment when these items are required in the work. If any or all of such Employer owned equipment issued to the employee is lost or destroyed through his fault or neglect, he shall pay the Employer for those items.

Section 2. For Carpenters, Electricians, Masons, Mechanics, and Plumbers, only, the Employer will furnish without cost to the employees, all equipment except the basic hand tools, necessary for the performance of their duties. Employees who are furnished tools will be held responsible for them.

Tool replacements will be made in accordance with the following:

Tools lost or stolen due to the employee's carelessness or neglect will be replaced at the employee's expense.

Tools that become broken or worn out will be replaced by the Employer upon presentation of the broken or worn out tools.

ARTICLE XXIII

SUCCESSOR CLAUSE

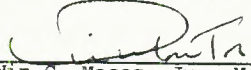
Section 1. The provisions of this Agreement shall be binding upon the City of Fort Wayne, Indiana, and its successors,

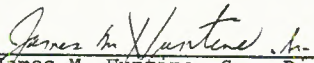
PARKS AND RECREATION DEPARTMENT


1981 WAGE SCHEDULE


JOB TITLE	FIRST 12 MONTHS	OVER 12 MONTHS
Working Leader (Heavy Equipment, Street Tree, Zoo, Garage, Areas Maintenance)	\$6.414	\$7.414
Carpenter	5.750	6.750
Electrician	"	"
Fleet Mechanic	"	"
Heavy Equipment Operator	"	"
High-Ranger Operator	"	"
Landscape Gardener	"	"
Floriculturist	"	"
Mason-Carpenter	"	"
Painter	"	"
Park Person A	"	"
Grounds Maintenance A	"	"
Plumber	"	"
Small Motor Mechanic	"	"
Stockroom Keeper	"	"
Welder	"	"
Zoo Attendant	"	"
Draftsperson	"	"
General Construction	5.555	6.555
Gardener	"	"
Painter B	"	"
Plumber B	"	"
Recreation Stock Person	"	"
Special Equipment Operator (Heavy Equipment - Street, Tree)	"	"
Ball Diamond Person	5.242	6.242
Grounds Maintenance B	"	"
Maintenance Person B	"	"
Park Person C	"	"
Garbage Truck Operator	"	"
Relief Person	"	"
Grounds Equipment Operator	"	"
Gardener Helper	4.968	5.968
Park Helper	"	"
Tree Crew Helper	"	"


FOR THE CITY OF
FORT WAYNE, INDIANA

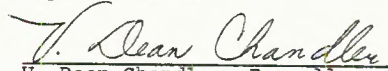

Win C. Moses, Jr., Mayor


James M. Huntine, Sr., Director
of Personnel/Labor Relations


Connie L. Reed, Associate
Director of Personnel/Labor
Relations

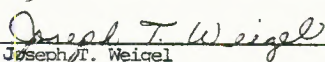

Robert C. Arnold
Director of Parks & Recreation

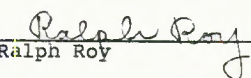

Dennis J. Noak
Supt. of Parks

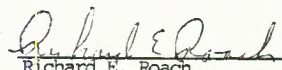

V. Dean Chandler, Payroll
Supvr./Personnel Consultant

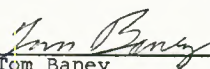
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL #723



Gay Schmidt, Business Manager

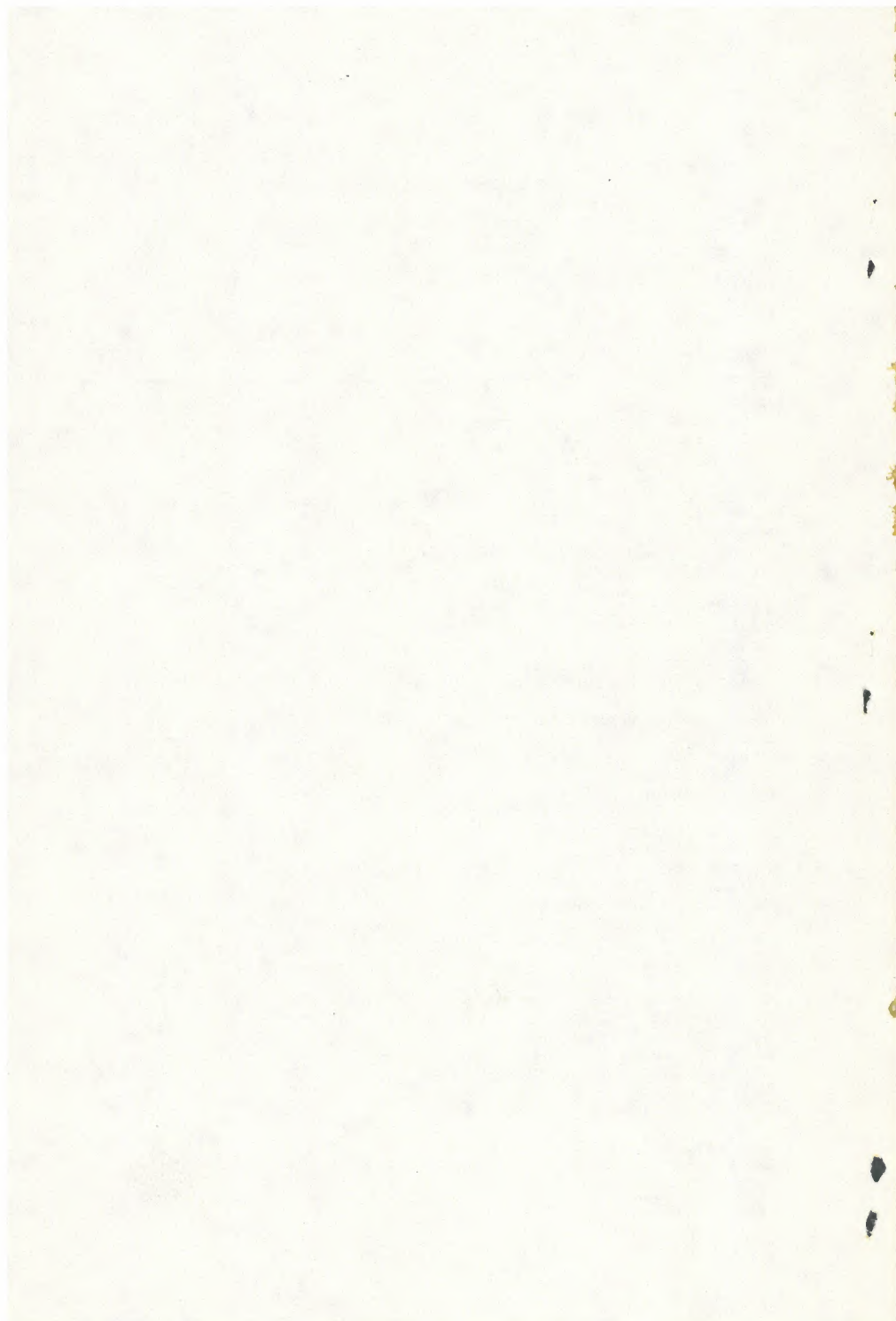

Joseph T. Weigel


Ralph Roy


Richard E. Roach


Tom Baney


Jerome Knepper



PARKS AND RECREATION DEPARTMENT

1982 WAGE SCHEDULE

JOB TITLE	FIRST 12 MONTHS	OVER 12 MONTHS
Working Leader (Heavy Equipment, Street Tree, Zoo, Garage, Areas Maintenance)	\$6.711	\$7.711
Carpenter	6.020	7.020
Electrician	"	"
Fleet Mechanic	"	"
Heavy Equipment Operator	"	"
High-Ranger Operator	"	"
Landscape Gardener	"	"
Floriculturist	"	"
Mason-Carpenter	"	"
Painter	"	"
Park Person A	"	"
Grounds Maintenance A	"	"
Plumber	"	"
Small Motor Mechanic	"	"
Stockroom Keeper	"	"
Welder	"	"
Zoo Attendant	"	"
Draftsperson	"	"
General Construction	5.817	6.817
Gardener	"	"
Painter B	"	"
Plumber B	"	"
Recreation Stock Person	"	"
Special Equipment Operator (Heavy Equipment - Street, Tree)	"	"
Ball Diamond Person	5.492	6.492
Grounds Maintenance B	"	"
Maintenance Person B	"	"
Park Person C	"	"
Garbage Truck Operator	"	"
Relief Person	"	"
Grounds Equipment Operator	"	"
Gardener Helper	5.207	6.207
Park Helper	"	"
Tree Crew Helper	"	"

